**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD - 2 TARIFF REPORT**

### RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

<table>
<thead>
<tr>
<th>TARIFF CODE:</th>
<th>DT</th>
<th>RRC TARIFF NO:</th>
<th>16140</th>
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</table>

**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**  
**ORIGINAL CONTRACT DATE:**  
**RECEIVED DATE:** 09/06/2019  
**INITIAL SERVICE DATE:** 06/01/2004  
**TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**  
**AMENDMENT DATE:** 07/11/2019

**CONTRACT COMMENT:** None

### REASONS FOR FILING

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

**CITY ORDINANCE NO:**

**AMENDMENT (EXPLAIN):** Effective 7/11/19: Removed several cities. Replacing RS T91 with T91S and Terms and Conditions T91 A&B  
**OTHER (EXPLAIN):** None

### PREPARER - PERSON FILING

**RRC NO:** 899  
**ACTIVE FLAG:** Y  
**INACTIVE DATE:**

**FIRST NAME:** Alice  
**MIDDLE:** S.  
**LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

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

**ADDRESS LINE 2:**

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

**AREA CODE:** 713  
**PHONE NO:** 207-5322  
**EXTENSION:**

### CUSTOMERS

<table>
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<tr>
<th>CUSTOMER NO</th>
<th>CUSTOMER NAME</th>
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<tbody>
<tr>
<td>34371</td>
<td>CENTERPOINT ENERGY SERVICES</td>
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11. FACILITIES

11.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetering equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity...
of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and take into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (delivers exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the
### Current Rate Component

**Rate Comp. ID**

Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

#### 2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement.

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

- Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

#### 13. BILLING AND PAYMENT

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

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

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

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

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

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

15. **Event of Default and Early Termination**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

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

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

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

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

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

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY,
16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism; acts of the public enemy; wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PSIF-13

Pipeline Safety Inspection Fee: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-91 S

Centerpoint Energy Entex Transportation Service South Texas Division Rate Schedule No. T-91 S

Availability

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to Centerpoint Energy Entex (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

Application

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

Definitions

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.
The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the
aggregated points of delivery are located.

Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or
utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service
The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas
utility services.

ANNUAL RATE ADJUSTMENT
The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas
utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service
Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or
aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS
The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the
quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMbtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.
1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean:

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
### CURRENT RATE COMPONENT

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

### 3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company. |
3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution. |
3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference. |
3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement. |
3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper. |
3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. |
3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: |
3.6.1.1 A copy of Shipper's most recent audited financial statements; |
3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; |
3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and |
3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors’ committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court’s jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

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**DESCRIPTION:**
- KENEDY, INC.
- LAREDO, INC.
- NEW BRAUNFELS, ENVIRONS
- ELGIN, INC.
- BASTROP, ENVIRONS
- HONDO, INC.
- SAN MARCOS, INC.
- SCHULENBURG, INC.
- SEGUIN, INC.
- VICTORIA, INC.
Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The parties are affiliated.

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

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11. FACILITIES

11.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.5 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to correct, or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity...
of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the...
15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

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

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE, TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY.
16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-91 S

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
SOUTH TEXAS DIVISION
RATE SCHEDULE NO. T-91 S

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.
(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $327.20;
(ii) Administrative Charge @ $14.000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,152.20;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,152.20;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the
quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to
two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is
located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located
downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by
Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any
associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price
paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities
in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date
the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the
governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify
Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys` fees, which
Company may incur as a result of Shipper`s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are
not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation
service and imbalances.

BILLING AND PAYMENT

Company`s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be
rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered.
Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that
adjustments shall be made to such quantities in subsequent months` billings based on actual quantities delivered. Past due amounts shall
bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General
Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made
credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company`s
sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which
provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract
expires.

CURTAILMENT

In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use
Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use
customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries
hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or
regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment
priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages
or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be
in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to
reflect Company`s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and
Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company`s General Terms and Conditions for Transportation
Service, as amended from time to time.
1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;  
(b) where Company has adequate capacity;  
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein; 
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and 
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

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

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

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

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

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service.
4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline.

For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
<table>
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<tr>
<th>RRC COID:</th>
<th>6263</th>
<th>COMPANY NAME</th>
<th>CENTERPOINT ENERGY ENTEX</th>
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**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT  RRC TARIFF NO: 16144

DESCRIPTION: Distribution Transportation  STATUS: A

OPERATOR NO:
ORIGINAL CONTRACT DATE:  RECEIVED DATE: 09/05/2019
INITIAL SERVICE DATE: 04/01/2005  TERM OF CONTRACT DATE:
INACTIVE DATE: TERM OF CONTRACT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING
NEW FILING: N  RRC DOCKET NO:

CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): Effective 7/11/19: Replacing RS T69 with T90 C and Terms and Conditions T90 A & B

OTHER(EXPLAIN): None

PREPARER - PERSON FILING
RRC NO: 899  ACTIVE FLAG: Y  INACTIVE DATE:
FIRST NAME: Alice  MIDDLE: S.  LAST NAME: Hart
TITLE: Suprv. Reg. Support Services
ADDRESS LINE 1: P.O. Box 2628
ADDRESS LINE 2:
CITY: Houston  STATE: TX  ZIP: 77252  ZIP4: 2628
AREA CODE: 713  PHONE NO: 207-5322  EXTENSION:

CUSTOMERS
CUSTOMER NO  CUSTOMER NAME  CONFIDENTIAL?  DELIVERY POINT
34371 CENTERPOINT ENERGY SERVICES  N
APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C, Rate Schedule T-91 E and T-91 S, Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.  

DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

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

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

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

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court’s jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper’s ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company’s credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent’s principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;
4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
RAILROAD COMMISSION OF TEXAS
GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

Tnsp Terms T-90B

Continuation from Tnsp Terms T-92 A.

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION

SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetering equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetering of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemeter equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem
11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline.
until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.
13. BILLING AND PAYMENT

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

13.2 Shipper shall remit the amount due under Section

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

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

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

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

14. SSURANCE OF PERFORMANCE

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

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

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

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

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

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

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

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.
16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions
CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to Company at a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby;
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge
   First 750 MMBtu @ $0.7500/MMBtu
   Next 750 MMBtu @ $0.6000/MMBtu
   Over 1,500 MMBtu @ $0.4500/MMBtu
   iv) Payments to Government Authorities, as defined herein.
(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $1,167.58;
(ii) Administrative Charge  @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $1,167.58;
(ii) Administrative Charge  @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ending June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any...
associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBC delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.
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- WOODLANDS, ENVIRONS
- BAYTOWN, INC.
- JONES CREEK, ENVIRONS
- LAKE JACKSON, INC.
- OYSTER CREEK, INC.
- FREEPORT, ENVIRONS
- BROOKSHIRE, ENVIRONS

**RRC COID:** 6263
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX
**TARIFF CODE:** DT
**RRC TARIFF NO:** 16144
**CURRENT CHARGE:** $.0000
**EFFECTIVE DATE:** 10/01/2018
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### TUC APPLICABILITY

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

The parties are affiliated.

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

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

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C; Rate Schedule T-91 E and T-91 S; Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein; 
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and 
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBus of natural gas which Shipper takes at the Delivery Point and the MMBus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for...
customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

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

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

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

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

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company;
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set forth in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company’s request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
n the case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.2.1 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point aligned with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Shipper shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Shipper shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected re-deliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. 

\[
\text{Average Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1}
\]

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

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

13. BILLING AND PAYMENT

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

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

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

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

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

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

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

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

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

15.1.3 Otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

15.1.8 Not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 Consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

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

16.1 Limitations of Liability

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

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY’S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY’S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY, (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY’S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY’S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and...
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX

TRANSPORTATION SERVICE

SOUTH TEXAS DIVISION

RATE SCHEDULE NO. T-91 S

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;

b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;

c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,

d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and

e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $327.20;

(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;

(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,152.20;

(ii) Administrative Charge @ $6,5000/MMBtu of Contract Demand, as defined herein;

(iii) Distribution Charge @ $0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>NET MONTHLY RATE (cont’d)</td>
</tr>
<tr>
<td>(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</td>
</tr>
<tr>
<td>(i) Customer Charge @ $1,152.20;</td>
</tr>
<tr>
<td>(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;</td>
</tr>
<tr>
<td>(iii) Distribution Charge @ $0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.</td>
</tr>
</tbody>
</table>

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage; |
| (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu. |
| (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu. |

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**
Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 S  Replaces Rate Schedule T-91  Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<table>
<thead>
<tr>
<th>ID</th>
<th>TYPE</th>
<th>UNIT</th>
<th>CURRENT CHARGE</th>
<th>EFFECTIVE DATE</th>
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<tbody>
<tr>
<td>66345</td>
<td>D</td>
<td>MMBtu</td>
<td>$.0000</td>
<td>07/11/2019</td>
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DESCRIPTION: UNIVERSAL CITY, INC.

Customer 28436  RANDOLPH AIR FORCE BASE

TYPE SERVICE PROVIDED

<table>
<thead>
<tr>
<th>TYPE OF SERVICE</th>
<th>SERVICE DESCRIPTION</th>
<th>OTHER TYPE DESCRIPTION</th>
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<tr>
<td>H</td>
<td>Transportation</td>
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</table>

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<table>
<thead>
<tr>
<th>TUC APPLICABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</td>
</tr>
</tbody>
</table>

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
## RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

<table>
<thead>
<tr>
<th>DESCRIPTION:</th>
<th>Distribution Transportation</th>
<th>STATUS:</th>
<th>A</th>
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### OPERATOR NO:

**ORIGINAL CONTRACT DATE:**

**INITIAL SERVICE DATE:** 06/01/2008  
**RECEIVED DATE:** 05/08/2020  
**INACTIVE DATE:**

**TERM OF CONTRACT DATE:**

**AMENDMENT DATE:** 10/01/2018

### REASONS FOR FILING

**NEW FILING:** N

**CITY ORDINANCE NO:** None

**AMENDMENT(EXPLAIN):** None

**OTHER(DESC):** EFFECTIVE 12/1/19: THIS TARIFF IS NO LONGER ACTIVE

### PREPARER - PERSON FILING

**RRC NO:** 1182  
**ACTIVE FLAG:** Y  
**INACTIVE DATE:**

**FIRST NAME:** Pandy  
**MIDDLE:**  
**LAST NAME:** Livingston

**TITLE:** Reg. Data Specialist  
**ADDRESS LINE 1:** P.O. Box 2628  
**ADDRESS LINE 2:**

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

**AREA CODE:** 713  
**PHONE NO:** 207-5571  
**EXTENSION:**

### CUSTOMERS

<table>
<thead>
<tr>
<th>CUSTOMER NO</th>
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<tbody>
<tr>
<td>29240</td>
<td>LUMINANT ENERGY</td>
<td>N</td>
<td></td>
</tr>
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</table>
11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemeter equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events
12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
   (i) impair Company's ability to maintain the operational integrity of its distribution system, or
   (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
   (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected redeliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:
   (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
   (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances
12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

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

13. BILLING AND PAYMENT

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

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

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

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

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

14. SSURANCE OF PERFORMANCE

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

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

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:
   (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date; and
   (B) any other liquidated damages, lost profits or other economic losses claimed by Company under the Agreement or these General Terms, a party's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

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

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

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

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THEREETO, INCLUDING THE NEGLIGENCE OF ANY PARTY. WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE
16.1.3 Except as otherwise provided under the Agreement, Applicable Rate Schedule or these General Terms, Shipper expressly agrees to protect, defend, indemnify, and save Company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of Company, Shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the Transportation Service Agreement, except to the extent caused by the gross negligence or willful misconduct of Company, its officers, agents and employees. Shipper shall on Company’s request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by Company in enforcing this indemnity, including all reasonable attorney’s fees.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PSIF-13 PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-90

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast...
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $300.00;
(ii) Administrative Charge @ $0.7500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,125.00;
(ii) Administrative Charge @ $0.3500/MMBtu
(iii) Payments to Government Authorities, as defined herein.

(C) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,125.00;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein; NET MONTHLY RATE (cont'd)
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use
customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90  
Replaces Revised Rate Schedule T-69: Effective 10-01-18  
Rate Schedule T-72; &  
Revised Rate Schedule T-76

Tnspt Terms T-90A  
CENTERTAGE ENTEX  
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):  Rate Schedule T-90 H and T-90 C  Rate Schedule T-91 E and T-91 S  Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S  2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.
2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtu of natural gas which Shipper takes at the Delivery Point and the MMBtu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer’s account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

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

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

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

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

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper’s submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional...
administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;
3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:
5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

7. RECEIPT OF GAS FOR TRANSPORT

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
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### TYPE OF SERVICE

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### TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
RAILROAD COMMISSION OF TEXAS
GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

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1. These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):  
- Rate Schedule T-90 H and T-90 C  
- Rate Schedule T-91 E and T-91 S  

2. DEFINITIONS  

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.  

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.  

2.4 The term Btu shall mean British Thermal Unit.  

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).  

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.  

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas re-delivered is for ultimate consumption at such facility and not for resale or sharing with others.  

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas re-delivered by Company at the Delivery Point.  

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.  

(a) will contain specified information as described in Section 4 herein;  
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and  
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.  

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.  

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.  

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.  

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.  

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

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<td>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION \ SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92.</td>
</tr>
</tbody>
</table>
3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court’s jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company’s credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;
4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

**7. Receipt of Gas for Transport**

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

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

### Warranty of Title

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

### Unacceptable Quantities

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

### Gas Transported by Company

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

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First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

Continuation from Tnspt Terms T-92 A.

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION

SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. Facilities

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearance of the delinquency or the institution of a payment plan. Shipper shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3.1 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearance of the delinquency or the institution of a payment plan. Shipper shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

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12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFOs) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period;

(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalance causality by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

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

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

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

14. SSURANCE OF PERFORMANCE

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

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

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

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

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

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

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

PSIF-13
PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 H
CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H

AVAILABILITY
Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION
This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS
For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.
### Current Rate Component

#### Rate Comp. ID

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1.139.51;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu

#### Net Monthly Rate (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1.139.51;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu

#### Contract Demand

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

#### Annual Rate Adjustment

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

#### Equivalent Quantity of Natural Gas

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

#### Payments to Governmental Authorities

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities.
in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

**MEASUREMENT**

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

**GENERAL TERMS AND CONDITIONS**

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

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**DESCRIPTION:** WALKER COUNTY, ENVIRONS

**Customer:** 34371 CENTERPOINT ENERGY SERVICES

### Type Service Provided

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<th>SERVICE DESCRIPTION</th>
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### TUC Applicability

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

The parties are affiliated.

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**
**GAS SERVICES DIVISION**
**GSD - 2 TARIFF REPORT**

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<th><strong>COMPANY NAME:</strong> CENTERPOINT ENERGY ENTEX</th>
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<td><strong>RRC TARIFF NO:</strong> 20658</td>
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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**
- **ORIGINAL CONTRACT DATE:** 
- **INITIAL SERVICE DATE:** 07/01/2008  
- **RECEIVED DATE:** 08/19/2019  
- **TERM OF CONTRACT DATE:** 
- **AMENDMENT DATE:** 07/11/2019

**CONTRACT COMMENT:** None

**REASONS FOR FILING**
- **NEW FILING:** N  
- **RRC DOCKET NO:**

**CITY ORDINANCE NO:**
- **AMENDMENT(EXPLAIN):** Effective 7/1/19: Replacing RS T-90 with T-90 H and Terms and Conditions T 90 A & B

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**
- **RRC NO:** 899  
- **ACTIVE FLAG:** Y  
- **INACTIVE DATE:**
- **FIRST NAME:** Alice  
- **MIDDLE:** S.  
- **LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

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

**ADDRESS LINE 2:**
- **CITY:** Houston  
- **STATE:** TX  
- **ZIP:** 77252  
- **ZIP4:** 2628

**AREA CODE:** 713  
**PHONE NO:** 207-5322  
**EXTENSION:**

**CUSTOMERS**

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CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY
1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):
   Rate Schedule T-90 H and T-90 C
   Rate Schedule T-91 E and T-91 S
   Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS
2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.
2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.
2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.
2.4 The term Btu shall mean British Thermal Unit.
2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.
2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
### CURRENT RATE COMPONENT

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<td>2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</td>
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<td>2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</td>
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<td>2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</td>
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<td>2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.</td>
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<td>2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</td>
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### APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set forth in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

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

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

### 8. WARRANTY OF TITLE

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

### 9. UNACCEPTABLE QUANTITIES

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

### 10. GAS TRANSPORTED BY COMPANY

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

#### 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

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First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-92 A.

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

### 11. FACILITIES

#### 11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstitution of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company will purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

Multi-day Imbalances

For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

Monthly Imbalances

At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Company will purchase said volumes from Shipper at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%
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<th>RATE COMP. ID</th>
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<td>billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</td>
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13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

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

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

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

14. ASSURANCE OF PERFORMANCE

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the contract.
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.2 For breach of any provision or event of default for which an express remedy or measure of damages is provided under the agreement, applicable rate schedule or these general terms, such express remedy or measure of damages shall be the sole and exclusive remedy. A party's liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided under the agreement, applicable rate schedule or these general terms, a party's liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided under the agreement, applicable rate schedule or these general terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations imposed under the agreement, applicable rate schedule or these general terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid under the agreement, applicable rate schedule or these general terms are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated under such agreement, applicable rate schedule or these general terms constitute a reasonable approximation of the harm or loss incurred.

16.1.3 Except as otherwise provided under the agreement, applicable rate schedule or these general terms, shipper expressly agrees to protect, defend, indemnify, and save company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of company, shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the transportation service agreement, except to the extent caused by the gross negligence or willful misconduct of company, its officers, agents and employees. Shipper shall on company's request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by company in enforcing this indemnity, including all reasonable attorney's fees.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any transportation service agreement, except the obligation to pay monies due under such agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.
CURRENT RATE COMPONENT

RATE COMP. ID  DESCRIPTION

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $1.139.51;
(ii) Administrative Charge  @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  @ $0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $1,139.51;
(ii) Administrative Charge  @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  @ $0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities.
in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date
the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the
governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify
Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which
Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are
not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation
service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be
rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered.
Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that
adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall
bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General
Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made
credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s
sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which
provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract
expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use
Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use
customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries
hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or
regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment
priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages
or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be
in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to
reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and
Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation
Service, as amended from time to time.

RATE ADJUSTMENT PROVISIONS:

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**DESCRIPTION:**
- LA PORTE, INC.
- SUGAR LAND, INC.
- MONTGOMERY COUNTY, ENVIRONS
- STAFFORD, INC.
- WEBSTER, INC.
- WHARTON, INC.
- LAKE JACKSON, INC.
- PEARLAND, INC.
- MISSOURI CITY, INC.
- HOUSTON, INC.
### RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT  **RRC TARIFF NO:** 20658

### DELIVERY POINTS

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<td>MMBtu</td>
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**DESCRIPTION:** HOUSTON, ENVIRONS

- **Customer** 29391  **DESCRIPTION:** CONSTELLATION

### TYPE SERVICE PROVIDED

<table>
<thead>
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<th>TYPE OF SERVICE</th>
<th>SERVICE DESCRIPTION</th>
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<tr>
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<td>Transportation</td>
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### TUC APPLICABILITY

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

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
### RRC COID: 6263
#### COMPANY NAME: CENTERPOINT ENERGY ENTEX

<table>
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<th>TARIFF CODE: DT</th>
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<tr>
<td>DESCRIPTION: Distribution Transportation</td>
<td>STATUS: A</td>
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<tr>
<td>ORIGINAL CONTRACT DATE:</td>
<td>RECEIVED DATE: 08/19/2019</td>
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<td>INITIAL SERVICE DATE: 05/01/2008</td>
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<td>INACTIVE DATE:</td>
<td>AMENDMENT DATE: 07/11/2019</td>
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#### REASONS FOR FILING
- NEW FILING: N
- RRC DOCKET NO: |
- CITY ORDINANCE NO: |
- AMENDMENT(EXPLAIN): Effective 7/1/19: Replacing RS T-90 with T-90 H and Terms and Conditions T 90 A & B
- OTHER(EXPLAIN): None

#### PREPARER - PERSON FILING
- RRC NO: 899
- ACTIVE FLAG: Y
- INACTIVE DATE: |
- FIRST NAME: Alice
- MIDDLE: S.
- LAST NAME: Hart
- TITLE: Suprv. Reg. Support Services
- ADDRESS LINE 1: P.O. Box 2628
- ADDRESS LINE 2: |
- CITY: Houston
- STATE: TX
- ZIP: 77252
- ZIP4: 2628
- AREA CODE: 713
- PHONE NO: 207-5322
- EXTENSION: |

#### CUSTOMERS

<table>
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GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C, Rate Schedule T-91 E and T-91 S, Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

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

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

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

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule;
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials, and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances do not relieve Shipper of its contract obligations with Company for the specific Delivery Point.

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) in the Agreement shall be deemed to be operationally feasible. Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

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

13. BILLING AND PAYMENT

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

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

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

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

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

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

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.
## CURRENT RATE COMPONENT

### DESCRIPTION

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $4,000.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

### NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $4,000.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

## CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtus.

### ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

### EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

### PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities.
If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

### OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

### BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

### NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

### WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

### CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

### MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

### GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

---

**RATE ADJUSTMENT PROVISIONS:**

None
<table>
<thead>
<tr>
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**DESCRIPTION:**
- LA PORTE, INC.
- RICHMOND, INC.
- ALVIN, INC.
- DEER PARK, INC.
- STAFFORD, INC.
- WEBSTER, INC.
- WHARTON, INC.
- LAKE JACKSON, INC.
- LIVERPOOL, INC.
- BROOKSHIRE, ENVIRONS
### Delivery Points

<table>
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**DESCRIPTION:** SANTA FE, INC.

- **Customer:** 29240
- **Description:** LUMINANT ENERGY

<table>
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**DESCRIPTION:** HOUSTON, INC.

- **Customer:** 29240
- **Description:** LUMINANT ENERGY

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**DESCRIPTION:** HOUSTON, ENVIRONS

- **Customer:** 29240
- **Description:** LUMINANT ENERGY

### Type Service Provided

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</thead>
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</table>

### TUC Applicability

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

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
### RRC COID: 6263
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

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<td><strong>STATUS:</strong> A</td>
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<tr>
<td><strong>OPERATOR NO:</strong></td>
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<td><strong>ORIGINAL CONTRACT DATE:</strong></td>
<td><strong>RECEIVED DATE:</strong> 04/16/2019</td>
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<td><strong>INITIAL SERVICE DATE:</strong> 12/01/2008</td>
<td><strong>TERM OF CONTRACT DATE:</strong></td>
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<tr>
<td><strong>INACTIVE DATE:</strong></td>
<td><strong>AMENDMENT DATE:</strong> 10/01/2018</td>
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<td><strong>CONTRACT COMMENT:</strong> None</td>
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### REASONS FOR FILING
**NEW FILING:** N  
**RRC DOCKET NO:** |

**CITY ORDINANCE NO:** None
**AMENDMENT(EXPLAIN):** Effective 4/1/19: Add Pipeline Safety Inspection Fee
**OTHER(EXPLAIN):** |

### PREPARER - PERSON FILING
**RRC NO:** 899  
**ACTIVE FLAG:** Y  
**INACTIVE DATE:** |

**FIRST NAME:** Alice  
**MIDDLE:** S.  
**LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

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

**ADDRESS LINE 2:** |

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

**AREA CODE:** 713  
**PHONE NO:** 207-5322  
**EXTENSION:** |

### CUSTOMERS

<table>
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<tr>
<th>CUSTOMER NO</th>
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<tr>
<td>29391</td>
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## PIPELINE SAFETY INSPECTION FEE

Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

## CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE

**RATE SCHEDULE NO. T-91**

**AVAILABILITY**

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

**APPLICATION**

This Rate Schedule is applicable to gas transportation service, where:

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

**DEFINITIONS**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

### NET MONTHLY RATE

**A** Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $300.00;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

**B** Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,125.00;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

**C** Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,125.00;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:
(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be
rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91
Replaces Revised Rate Schedule T-65:
Effective 10-01-18
Revised Rate Schedule T-75; &
Revised Rate Schedule T-85

Tnspt Terms T-91B

Continuation from Tnspt Terms T-91 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.2 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Shipper for general system supply.

11.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

11.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2.1 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

11.2.2 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

11.2.3 Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances:

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and
tates, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMbtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMbtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period;

or

(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (delivers exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash
13. BILLING AND PAYMENT

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

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

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

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
(ii) the maximum applicable lawful interest rate.

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

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such
15.1.3 Except as otherwise provided under the Agreement, Applicable Rate Schedule or these General Terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations imposed under the Agreement, Applicable Rate Schedule or these General Terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid under the Agreement, Applicable Rate Schedule or these General Terms are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated under such agreement, Applicable Rate Schedule or these General Terms constitute a reasonable approximation of the harm or loss incurred.

15.1.4 For breach of any provision or event of default for which an express remedy or measure of damages is provided under the Agreement, Applicable Rate Schedule or these General Terms, such express remedy or measure of damages shall be the sole and exclusive remedy. A party’s liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided under the Agreement, Applicable Rate Schedule or these General Terms, a party’s liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided under the Agreement, Applicable Rate Schedule or these General Terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations imposed under the Agreement, Applicable Rate Schedule or these General Terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid under the Agreement, Applicable Rate Schedule or these General Terms are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated under such agreement, Applicable Rate Schedule or these General Terms constitute a reasonable approximation of the harm or loss incurred.

15.1.5 Except as otherwise provided under the Agreement, Applicable Rate Schedule or these General Terms, shipper expressly agrees to protect, defend, indemnify, and save company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of company, shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the Transportation Service Agreement, except to the extent caused by the gross negligence or willful misconduct of company, its officers, agents and employees. Shipper shall on company’s request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all.
## RATE COMPONENT

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<th>DESCRIPTION</th>
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16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by facsimile, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakdown, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable reason does not permit the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

Original Terms & Conditions Replaces Third Revised T-65;
Effective 10-01-2018
Third Revised T-69; Third Revised T-72;
Third Revised T-75; Third Revised T-76; & Second Revised T-85 Terms & Conditions

Tnspt Terms - 91A

**CENTERPOINT ENERGY ENTEX**
**GENERAL TERMS AND CONDITIONS**
**FOR TRANSPORTATION SERVICE**
**RATE SCHEDULES T-90, T-91 & T-92**

### 11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff
12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shippers of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that
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| are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper’s then cumulative imbalance. 12.6.2 Company shall not be obligated to do the following under any circumstances:  
(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or  
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.  
12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.  
12.7 Monthly Imbalances  
12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (delivers exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.  
Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1  
2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.  
12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.  
12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.  
13. BILLING AND PAYMENT  
13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.  
13.2 Shipper shall remit the amount due under Section  
13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.  
13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it conceives to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or

(ii) the maximum applicable lawful interest rate.

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

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

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

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

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

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

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

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

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
RAILROAD COMMISSION OF TEXAS  
GAS SERVICES DIVISION  
GSD - 2 TARIFF REPORT

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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**ORIGINAL CONTRACT DATE:**  
**RECEIVED DATE:** 09/05/2019  
**INITIAL SERVICE DATE:** 05/01/2009  
**TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**  
**AMENDMENT DATE:** 07/11/2019

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** Effective 7/11/19: Replacing RS T90 with T 90H and Terms and Conditions T 90 A & B

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

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APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court’s jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper’s ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company’s credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set forth in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent’s principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-92 A.

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION

SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3.4 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFOs) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MM BTU of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, Company may require Shipper to purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Underage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

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

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
13.2Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

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

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

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

14. SSURANCE OF PERFORMANCE

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the...
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

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

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

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

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

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

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.
PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by
Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any
associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price
paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the
quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to
two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is
located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located
downstream of a farm tap meter station.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas
utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service
Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or
aggregated points of delivery are located.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu
and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for
the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated
points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the
Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the
period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60)
months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption
measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall
be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of
delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD
shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for
this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change
that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a
new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the
individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the
new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually
metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year
available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery
or aggregated points of delivery includes sixty (60) months of measured MMBtu. (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

EQUVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the
quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to
two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is
located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located
downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by
Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any
associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price
paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities.
in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date
the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the
governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify
Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which
Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are
not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation
service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMbtu delivered by Company at each Delivery Point. Such bills shall be
rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered.
Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that
adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall
bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General
Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made
credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company`s
sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which
provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract
expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use
Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use
customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries
hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or
regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment
priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages
or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be
in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to
reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and
Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation
Service, as amended from time to time.

Original Rate Schedule T-90 H Replaces Rate Schedule T-90 Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

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**DESCRIPTION:**
- BROOKSHIRE, ENVIRONS
- SOUTH HOUSTON, INC.
- KATY, INC.
- BELLAIRE, INC.
- SPRING VALLEY, INC.
- PEARLAND, INC.
- ROSENBERG, INC.
- FREEPORT, INC.
- CLUTE, INC.
- KATY, ENVIRONS

**RRC TARIFF NO:** 22129

**COMPANY NAME:** CENTERPOINT ENERGY ENTEX
### DELIVERY POINTS

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**DESCRIPTION:**

- PECAN GROVE, ENVIRONS
  - Customer: 29240 LUMINANT ENERGY
- MONT BELVIEU, ENVIRONS
  - Customer: 29240 LUMINANT ENERGY
- HOUSTON, INC.
  - Customer: 29240 LUMINANT ENERGY
- HOUSTON, ENVIRONS
  - Customer: 29240 LUMINANT ENERGY

### TYPE SERVICE PROVIDED

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### FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
RAILROAD COMMISSION OF TEXAS
GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**

- **ORIGINAL CONTRACT DATE:**  
- **RECEIVED DATE:** 09/05/2019  
- **INITIAL SERVICE DATE:** 05/01/2009  
- **TERM OF CONTRACT DATE:**  
- **INACTIVE DATE:**  
- **AMENDMENT DATE:** 07/11/2019

**REASONS FOR FILING**

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

**CITY ORDINANCE NO:**

**AMENDMENT(Explain):** Effective 7/11/19: Replacing RS T90 with T 90H and Terms and Conditions T 90 A & B

**OTHER(Explain):** None

**PREPARER - PERSON FILING**

- **RRC NO:** 899  
- **ACTIVE FLAG:** Y  
- **INACTIVE DATE:**

- **FIRST NAME:** Alice  
- **MIDDLE:** S.  
- **LAST NAME:** Hart

- **TITLE:** Suprv. Reg. Support Services  
- **ADDRESS LINE 1:** P.O. Box 2628  
- **ADDRESS LINE 2:**

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

- **AREA CODE:** 713  
- **PHONE NO:** 207-5322  
- **EXTENSION:**

**CUSTOMERS**

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1. These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. Definitions

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
3.6 Acceptance of a Shipper as an approved Shipper on Company’s system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper’s most recent audited financial statements;

3.6.1.2 A copy of Shipper’s most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper’s affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper’s obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors’ committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telexnumber and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telemetry line outages.
### 11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis throughout the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

### 12. BALANCING

#### 12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

#### 12.2 Shipper shall have a general obligation to:
1. conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
2. when imbalances occur, to correct any such imbalances as soon as practical.

#### 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

#### 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

#### 12.5 Daily Imbalances During Critical Period Events

1. **If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances:**
   1. impair Company's ability to maintain the operational integrity of its distribution system, or
   2. adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
      1. an Excess Flow Event (Shipper's deliveries exceed takes); or
      2. a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

2. **Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Underage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

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

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
### 13. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

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

14. SSURANCE OF PERFORMANCE

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
# 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

## 16.1 Limitations of Liability

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

16.1.2 For breach of any provision or event of default for which an express remedy or measure of damages is provided under the Agreement, applicable rate schedule or these general terms, such express remedy or measure of damages shall be the sole and exclusive remedy. A party's liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided under the Agreement, applicable rate schedule or these general terms, a party's liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided under the Agreement, applicable rate schedule or these general terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations imposed under the Agreement, applicable rate schedule or these general terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive, to the extent any damages required to be paid under the agreement, applicable rate schedule or these general terms are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated under such agreement, applicable rate schedule or these general terms constitute a reasonable approximation of the harm or loss incurred.

16.1.3 Except as otherwise provided under the Agreement, applicable rate schedule or these general terms, shipper expressly agrees to protect, defend, indemnify, and save Company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of Company, shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the transportation service agreement, except to the extent caused by the gross negligence or willful misconduct of company, its officers, agents and employees. Shipper shall on Company's request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by Company in enforcing this indemnity, including all reasonable attorney's fees.

## 16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.750/MMBtu Next 750 MMBtu @ $0.600/MMBtu Over 1,500 MMBtu @ $0.450/MMBtu
(iv) Payments to Government Authorities, as defined herein.
(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $0.1125/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities.
in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date
the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the
governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify
Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which
Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are
not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation
service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be
rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered.
Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that
adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall
bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General
Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made
credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s
sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which
provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract
expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use
Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use
customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries
hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or
regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment
priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages
or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be
in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to
reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and
Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation
Service, as amended from time to time.

RATE ADJUSTMENT PROVISIONS:

None
## Delivered Points

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**TYPE SERVICE PROVIDED**

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**TUC APPLICABILITY**

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD - 2 TARIFF REPORT**

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |

**TARIFF CODE:** DT  
**RRC TARIFF NO:** 22196

**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**

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**CONTRACT COMMENT:** None

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<td>Effective 9/1/19: Administrative Oversight - Add Carthage Env and eff 9/1/19 Add DP Corrigan Inc to this tariff</td>
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**PREPARER - PERSON FILING**

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<tr>
<td>FIRST NAME: Alice</td>
<td>MIDDLE: S.</td>
<td>LAST NAME: Hart</td>
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<td>TITLE: Suprv. Reg. Support Services</td>
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<td>ADDRESS LINE 1: P.O. Box 2628</td>
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<td>ADDRESS LINE 2:</td>
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<td>STATE: TX</td>
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<td>AREA CODE: 713</td>
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**CUSTOMERS**

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<td>34371</td>
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PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
BEAUMONT/EAST TEXAS DIVISION
RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge
   First 750 MMBtu @ $0.6000/MMBtu
   Next 750 MMBtu @ $0.4000/MMBtu
   Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu.
and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General
Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Tnspt Terms T-91B

Continuation from Tnspt Terms T-92 A.

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is practical.
12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency
at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected redeliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (delivered exceed volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceed volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

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

13. BILLING AND PAYMENT

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

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

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

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

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

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

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

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

15.5 Company shall have the right to retain from any funds owed by Shipper hereunder or otherwise due to Shipper under this Agreement any sums or amounts due the Company hereunder or otherwise due to Company hereunder or otherwise due to Company under this Agreement, including all or any part of the amounts due the Company hereunder or otherwise due to Company hereunder or otherwise due to Company under this Agreement.
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

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

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY’S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY’S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY. WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY’S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY’S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, advisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper’s
obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;

(b) where Company has adequate capacity;

(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;

(b) will require signed acknowledgement of the Shipper and the End-use Customer; and

(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtu of natural gas which Shipper takes at the Delivery Point and the MMBtu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
### 3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper’s obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court’s jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.2.4 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent’s principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) years renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline.

For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

7. RECEIPT OF GAS FOR TRANSPORT

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

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- DAYTON, INC.
- DIBOLL, INC.
- GLADEWATER, INC.
- HENDERSON, ENVIRONS
- JACKSONVILLE, INC.
- JASPER, INC.

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**Company Name:** CENTERPOINT ENERGY ENTEX

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- LUFKIN, INC.
- MARSHALL, INC.
- NACAGDOCHES, ENVIRONS
- TYLER, ENVIRONS
- BEAUMONT, ENVIRONS
- MT. PLEASANT, INC.
- VIDOR, INC.
- HUGHES SPRINGS, ENVIRONS
- ORE CITY, ENVIRONS
- **CONFIDENTIAL**

**Customer:** 34371 CENTERPOINT ENERGY SERVICES
### TUC APPLICABILITY

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

The parties are affiliated.

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**
**GAS SERVICES DIVISION**
**GSD - 2 TARIFF REPORT**

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**CONTRACT COMMENT:** None

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**AMENDMENT(EXPLAIN):** None

**OTHER( EXPLAIN):** Effective 2/1/20: Adding Delivery Points: Angleton Inc and LaPorte Env to this tariff

**PREPARER - PERSON FILING**

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| TITLE: Reg. Data Specialist |

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**CUSTOMERS**

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<th>CONFIDENTIAL?: N</th>
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11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetering equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
   (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
   (ii) when imbalances occur, to correct such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events
CURRENT RATE COMPONENT

RATE COMP. ID: 12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFOs) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances
12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be closed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

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

13. BILLING AND PAYMENT

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

13.2 Shipper shall remit the amount due under Section

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

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

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

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

14. SSURANCE OF PERFORMANCE

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
16.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

16.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

16.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

16.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

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

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

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

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

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

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY’S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY’S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THEREETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE
1.6.1.3 Except as otherwise provided under the Agreement, Applicable Rate Schedule or these General Terms, Shipper expressly agrees to protect, defend, indemnify, and save Company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of Company, Shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the Transportation Service Agreement, except to the extent caused by the gross negligence or willful misconduct of Company, its officers, agents and employees. Shipper shall on Company's request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by Company in enforcing this indemnity, including all reasonable attorney's fees.

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

PSIF-13 PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 H CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast
Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10
MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS
For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General
Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE
(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10
MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17,500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50
MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $6,2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)
(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100
MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $4,0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND
Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu
and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for
the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated
points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the
Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the
period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60)
months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption
measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall
be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of
delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD
shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for
this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change
that materially affects the level of natural gas usage by the individually metered point or aggregated points of delivery; then a new
Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the
individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the
new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually
metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year
available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery
or aggregated points of delivery includes sixty (60) months of measured MMBtu.
In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).
MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 H Replaces Rate Schedule T-90 Effective 07-11-19

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92 1.

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S. 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;

(b) a standby irrevocable letter of credit acceptable to Company;

(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

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

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

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

7. RECEIPT OF GAS FOR TRANSPORT

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

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- CHANNEL AREA, ENVIRONS
- CONROE, INC.
- CROSBY, INC.
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- FREEPORT, ENVIRONS
- BROOKSHIRE, ENVIRONS
- ANGLETON, INC.
- BARRETT'S SETTLEMENT, ENVIRONS
- HEDWIG VILLAGE, INC.
- SOUTH HOUSTON, INC.
- SANTA FE, INC.
- SUGAR LAND, ENVIRONS
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- KATY, INC.
- GALENA PARK, INC.
- BELLAIRE, INC.
- CROSBY, INC.
- SOUTHSIDE PLACE, INC.
- SPRING VALLEY, INC.
- PEARLAND, INC.
- NEW WAVERLY, INC.
- ROSENBERG, INC.

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- PEARLAND, ENVIRONS
- SPRING, ENVIRONS
- WILLIS, INC.
- EL LAGO, INC.
- BUNKER HILL VILLAGE, INC.
- MONT BELVIEU, ENVIRONS
### Delivery Points

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**Description:**

- MORGAN'S POINT, INC.
- WALKER COUNTY, ENVIRONS
- LIVERPOOL, ENVIRONS

**Customer:**

- 34371 CENTERPOINT ENERGY SERVICES

---

### Facts Supporting Section 104.003(b) Applicability

The parties are affiliated.

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
RAILROAD COMMISSION OF TEXAS
GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

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<tr>
<td>34371</td>
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<tr>
<td>CENTERPOINT ENERGY SERVICES</td>
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1. These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C, Rate Schedule T-91 E and T-91 S, Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas delivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A shall (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
### APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

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3.6.2.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.2.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2.2 Shipper must be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

**NET MONTHLY RATE**

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.

**NET MONTHLY RATE (cont’d)**

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in MMBtu but do not gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT
The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 H  Replaces Rate Schedule T-90  Effective 07-11-19

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
RATE SCHEDULE NO. T-90 RIDER 1

AVAILABILITY

Service under this Rate Schedule Rider shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule Rider is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redeletes an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 1,750 MMBtu per day, based on Company's estimate, and
(e) Company does not take title to or own the gas so transported.

NET MONTHLY RATE

Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule Rider for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of: (i) Distribution Charge @ $0.0500/MMBtu (ii) Payments to Government Authorities, as defined in Rate Schedule T-90.
installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the rate equal to the Critical Period Price.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected re-deliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (delivered in excess of volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received in excess of volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. 

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5%</td>
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<tr>
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<td>From 5% to 10%</td>
</tr>
<tr>
<td>15%</td>
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<td>From 15% to 20%</td>
</tr>
<tr>
<td>25%</td>
<td>Greater than 20%</td>
</tr>
</tbody>
</table>

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-Out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

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

13. BILLING AND PAYMENT

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

13.2 Shipper shall remit the amount due under Section

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

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

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

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

14. SSURANCE OF PERFORMANCE

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 For breach of any provision or event of default for which an express remedy or measure of damages is provided under the Agreement, applicable rate schedule or these General Terms, such express remedy or measure of damages shall be the sole and exclusive remedy. A party's liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided under the Agreement, applicable rate schedule or these General Terms, a party's liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided under the Agreement, applicable rate schedule or these General Terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations imposed under the Agreement, applicable rate schedule or these General Terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid under the Agreement, applicable rate schedule or these General Terms are liquidated, the parties acknowledge that the damages are difficult or impossible to determine. Otherwise obtaining an adequate remedy is inconvenient and the damages calculated under such agreement, applicable rate schedule or these General Terms constitute a reasonable approximation of the harm or loss incurred.

16.1.3 Except as otherwise provided under the Agreement, applicable rate schedule or these General Terms, shipper expressly agrees to protect, defend, indemnify, and save company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of company, shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the transportation service agreement, except to the extent caused by the gross negligence or willful misconduct of company, its officers, agents and employees. Shipper shall on company's request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all...
### RATE ADJUSTMENT PROVISIONS:

None

### DELIVERY POINTS

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**DESCRIPTION:** HOUSTON, INC.

**Customer:** 34371 CENTERPOINT ENERGY SERVICES

### TYPE SERVICE PROVIDED

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<tr>
<th>TYPE OF SERVICE</th>
<th>SERVICE DESCRIPTION</th>
<th>OTHER TYPE DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>H</td>
<td>Transportation</td>
<td></td>
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</tbody>
</table>

### TUC APPLICABILITY

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

The parties are affiliated.

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
<thead>
<tr>
<th>CUSTOMER NO</th>
<th>CUSTOMER NAME</th>
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<tr>
<td>29240</td>
<td>LUMINANT ENERGY</td>
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11. FACILITIES

11.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

11.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service reinstatement. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of all analog telecommunication lines.
of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the
15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

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

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

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

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

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

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS.
16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism; acts of the public enemy; wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-91 E

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
BEAUMONT/EAST TEXAS DIVISION
RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.
RAILROAD COMMISSION OF TEXAS
GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS
Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time. Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBus of natural gas which Shipper takes at the Delivery Point and the MMBus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive
or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

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

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

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

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

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletype number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

7. RECEIPT OF GAS FOR TRANSPORT

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
### Delivery Points

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### TUC Applicability

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

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
### RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

<table>
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**AMENDMENT (EXPLAIN):** None

**OTHER (EXPLAIN):** None

### REASONS FOR FILING

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

**CITY ORDINANCE NO:**

**AMENDMENT (EXPLAIN):** Effective 7/1/19: Replacing RS T-90 with T-90 H and Terms and Conditions T-90 A & B

**OTHER (EXPLAIN):** None

### PREPARER - PERSON FILING

**RRC NO:** 899  
**ACTIVE FLAG:** Y  
**INACTIVE DATE:**

**FIRST NAME:** Alice  
**MIDDLE:** S.  
**LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

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

**AREA CODE:** 713  
**PHONE NO:** 207-5322  
**EXTENSION:**

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

### CUSTOMERS

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Page 238 of 1633
1.4 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by
CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between
Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by
Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to
Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to
9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately
contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c)
where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule;
and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the
Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified
Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not
include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the
MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in
the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive
or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for
customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the
MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 A copy of Shipper's most recent audited financial statements;

3.6.2.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.2.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.2.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2.5 A list of Shipper's previous years' financial statements;

3.6.2.6 A list of Shipper's previous years' financial statements; and

3.6.2.7 A list of Shipper's previous years' financial statements.

3.6.3 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.3.1 A copy of Shipper's most recent audited financial statements;

3.6.3.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.3.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.3.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.3.5 A list of Shipper's previous years' financial statements;

3.6.3.6 A list of Shipper's previous years' financial statements; and

3.6.3.7 A list of Shipper's previous years' financial statements.
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court’s jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper’s ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company’s credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent’s principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnsp Terms T-90B
Continuation from Tnsp Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstallation of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
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<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.5.3</td>
<td>The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</td>
</tr>
<tr>
<td>12.5.4</td>
<td>If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, Company may purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</td>
</tr>
<tr>
<td>12.5.5</td>
<td>If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</td>
</tr>
<tr>
<td>12.6</td>
<td>Multi-day Imbalances</td>
</tr>
<tr>
<td>12.6.1</td>
<td>For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</td>
</tr>
<tr>
<td>12.6.2</td>
<td>Company shall not be obligated to do the following under any circumstances:</td>
</tr>
<tr>
<td></td>
<td>(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or</td>
</tr>
<tr>
<td></td>
<td>(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</td>
</tr>
<tr>
<td>12.6.3</td>
<td>Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</td>
</tr>
<tr>
<td>12.7</td>
<td>Monthly Imbalances</td>
</tr>
<tr>
<td>12.7.1</td>
<td>At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (delivered volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%</td>
</tr>
<tr>
<td>12.7.2</td>
<td>In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.</td>
</tr>
<tr>
<td>12.8</td>
<td>In its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.</td>
</tr>
<tr>
<td>12.9</td>
<td>Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</td>
</tr>
<tr>
<td>13. BILLING AND PAYMENT</td>
<td></td>
</tr>
</tbody>
</table>
| 13.1         | Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
# Rate Component Description

Billing shall be prepared based on the quantity nominated by Shipper or Company’s estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month’s billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

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

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

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

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

14. Assurance of Performance

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

15. Event of Default and Early Termination

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate
15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

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

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

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT. EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landsides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests; orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
RATE SCHEDULE NO. T-90

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $300.00;
(ii) Administrative Charge @ $17.5000/MBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MBtu Next 750 MMBtu @ $0.6000/MBtu Over 1,500 MMBtu @ $0.4500/MBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50
RAILROAD COMMISSION OF TEXAS
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MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,125.00;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,125.00;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein; NET MONTHLY RATE (cont'd)
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES
In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.
**RAILROAD COMMISSION OF TEXAS**

**GAS SERVICES DIVISION**

**GSD - 2 TARIFF REPORT**

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## DELIVERY POINTS

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## TYPE SERVICE PROVIDED

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<td>Transportation</td>
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</table>

## TUC APPLICABILITY

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

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
## RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

<table>
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<tr>
<th>TARIFF CODE: DT</th>
<th>RRC TARIFF NO: 22574</th>
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<tr>
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### OPERATOR NO:

- ORIGINAL CONTRACT DATE:  
- RECEIVED DATE: 09/09/2019  
- INITIAL SERVICE DATE: 10/01/2009  
- TERM OF CONTRACT DATE:  
- INACTIVE DATE:  
- AMENDMENT DATE: 07/11/2019  
- CONTRACT COMMENT: None  

### REASONS FOR FILING

- NEW FILING: N  
- RRC DOCKET NO:  
- CITY ORDINANCE NO:  
- AMENDMENT(Explain): Effective 7/11/19: Removed several cities. Replacing RS T91 with T 91E and Terms and Conditions T 91 A&B  
- OTHER(ExPLAIN): None  

### PREPARATOR - PERSON FILING

- RRC NO: 899  
- ACTIVE FLAG: Y  
- INACTIVE DATE:  
- FIRST NAME: Alice  
- MIDDLE: S.  
- LAST NAME: Hart  
- TITLE: Suprv. Reg. Support Services  
- ADDRESS LINE 1: P.O. Box 2628  
- ADDRESS LINE 2:  
- CITY: Houston  
- STATE: TX  
- ZIP: 77252  
- ZIP4: 2628  
- AREA CODE: 713  
- PHONE NO: 207-5322  
- EXTENSION:  

### CUSTOMERS

<table>
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<tr>
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<td>TGLO</td>
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</tr>
</tbody>
</table>

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### 11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

### 12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity...
of its distribution system, or (ii) adversely affect Company’s cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper’s (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper’s takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO’s) or Operational Alerts (OA’s) of pipelines serving the Company shall be deemed events which impair the Company’s ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company’s cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company’s notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper’s account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company’s option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper’s gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper’s gas requirements at the Delivery Point, Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper’s then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company’s upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company’s upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the
<table>
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<th>RRC COD:</th>
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Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

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

13. BILLING AND PAYMENT

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

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

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

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

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

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

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

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

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

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

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

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDENITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, COMPANY NAME: CENTERPOINT ENERGY ENTEX
16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-91 E CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.
RAILROAD COMMISSION OF TEXAS
GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

GFTR0049 07/28/2020

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NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS
Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E       Replaces Rate Schedule T-91
Effective 07-11-19

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive
or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

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

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

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

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

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an ongoing business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ,

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule,

4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

7. RECEIPT OF GAS FOR TRANSPORT

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None
### RAILROAD COMMISSION OF TEXAS
### GAS SERVICES DIVISION
### GSD - 2 TARIFF REPORT

#### RRC COID: 6263
#### COMPANY NAME: CENTERPOINT ENERGY ENTEX

#### TARIFF CODE: DT
#### RRC TARIFF NO: 22574

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**DESCRIPTION:** RUSK, INC.

**Customer:** 24864
**TGLO**

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**Customer:** 24864
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### TUC APPLICABILITY

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

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
## RRC COID: 6263
### COMPANY NAME: CENTERPOINT ENERGY ENTEX

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### REASONS FOR FILING

**NEW FILING:** N

**RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT (EXPLAIN):** Effective 7/11/19: Replacing RS T90 with T 90H and Terms and Conditions T 90 A & B

**OTHER (EXPLAIN):** None

### PREPARATOR - PERSON FILING

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<td>FIRST NAME:</td>
<td>Alice</td>
<td>MIDDLE:</td>
<td>S.</td>
</tr>
<tr>
<td>LAST NAME:</td>
<td>Hart</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TITLE:</td>
<td>Suprv. Reg. Support Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADDRESS LINE 1:</td>
<td>P.O. Box 2628</td>
<td></td>
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<table>
<thead>
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<tr>
<td>CITY:</td>
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<tr>
<td>STATE:</td>
</tr>
<tr>
<td>ZIP:</td>
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<tr>
<td>ZIP4:</td>
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</table>

| AREA CODE: | 713 |
| PHONE NO: | 207-5322 |
| EXTENSION: | |

### CUSTOMERS

<table>
<thead>
<tr>
<th>CUSTOMER NO</th>
<th>CUSTOMER NAME</th>
<th>CONFIDENTIAL?</th>
<th>DELIVERY POINT</th>
</tr>
</thead>
<tbody>
<tr>
<td>24864</td>
<td>TGLO</td>
<td>N</td>
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APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMbtu shall mean one million (1,000,000) Btu's.
3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional administrative costs, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company’s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B  Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetering equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Should Company fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunications line outages.
### RATE COMPONENT

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<th>DESCRIPTION</th>
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<tr>
<td>11.1.3</td>
<td>Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</td>
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<tr>
<td>11.2</td>
<td>Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</td>
</tr>
<tr>
<td>11.3</td>
<td>Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.</td>
</tr>
<tr>
<td>12</td>
<td>BALANCING</td>
</tr>
<tr>
<td>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</td>
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<tr>
<td>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</td>
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<tr>
<td>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</td>
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<tr>
<td>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</td>
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<tr>
<td>12.5 Daily Imbalances During Critical Period Events</td>
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<tr>
<td>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</td>
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<td>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</td>
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12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash Out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be the Cash Out Index plus an Adder specified in the Agreement.

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

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

13. BILLING AND PAYMENT

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

13.2 Shipper shall remit the amount due under Section

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

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

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

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

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
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15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

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

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

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

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

16.1.2 For breach of any provision or event of default for which an express remedy or measure of damages is provided under the Agreement, Applicable Rate Schedule or these General Terms, such express remedy or measure of damages shall be the sole and exclusive remedy. A Party's liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided under the Agreement, Applicable Rate Schedule or these General Terms, a Party's liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided under the Agreement, Applicable Rate Schedule or these General Terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the Parties that the limitations imposed under the Agreement, Applicable Rate Schedule or these General Terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid under the Agreement, Applicable Rate Schedule or these General Terms are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated under such agreement, Applicable Rate Schedule or these General Terms constitute a reasonable approximation of the harm or loss incurred.

16.1.3 Except as otherwise provided under the Agreement, Applicable Rate Schedule or these General Terms, shipper expressly agrees to protect, defend, indemnify, and save Company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of Company, shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the transportation service agreement, except to the extent caused by the gross negligence or willful misconduct of Company, its officers, agents and employees. Shipper shall on Company's request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by Company in enforcing this indemnity, including all reasonable attorney's fees.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPEDLINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;  
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;  
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,  
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and  
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;  
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;  
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu  
(iv) Payments to Government Authorities, as defined herein.
(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $1,139.51;  
(ii) Administrative Charge  @ $6,250.00/MMBtu of Contract Demand, as defined herein;  
(iii) Distribution Charge  @ $0.3500/MMBtu  
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $1,139.51;  
(ii) Administrative Charge  @ $4,000.00/MMBtu of Contract Demand, as defined herein;  
(iii) Distribution Charge  @ $0.1125/MMBtu  
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;  
   a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;  
   b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the Initial CD for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025;  
   c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule;  
   d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities.
in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

RATE ADJUSTMENT PROVISIONS:

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</tbody>
</table>

**DESCRIPTION:**
- HIGHLANDS, ENVIRONS
- KATY, INC.
- HOUSTON, INC.
- HOUSTON, ENVIRONS
- ROSENBERG, INC.
- KATY, ENVIRONS
- JERSEY VILLAGE, INC.
- PECAN GROVE, ENVIRONS
- ROSENBERG, ENVIRONS
- FULSHEAR, INC
<table>
<thead>
<tr>
<th>TYPE OF SERVICE</th>
<th>SERVICE DESCRIPTION</th>
<th>OTHER TYPE DESCRIPTION</th>
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<tr>
<td>H</td>
<td>Transportation</td>
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**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
<thead>
<tr>
<th>CUSTOMER NO</th>
<th>CUSTOMER NAME</th>
<th>CONFIDENTIAL?</th>
<th>DELIVERY POINT</th>
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<tbody>
<tr>
<td>31483</td>
<td>COKINOS</td>
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</table>
APPLICABILITY

1. These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C; Rate Schedule T-91 E and T-91 S; Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A shall:
(a) contain specified information as described in Section 4 herein;
(b) require signed acknowledgement of the Shipper and the End-use Customer; and
(c) be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
3.6 ACCEPTANCE OF A SHIPPER AS AN APPROVED SHIPPER

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper’s most recent audited financial statements;

3.6.1.2 A copy of Shipper’s most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper’s affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper’s obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper’s submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company’s system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper’s most recent audited financial statements;

3.6.1.2 A copy of Shipper’s most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper’s affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper’s obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors’ committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set forth in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Tnspt Terms T-90B

Centerpoint Energy Entex

General Terms and Conditions for Transportation Service Rate Schedules T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3.1 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

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

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

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

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

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

14. SSURANCE OF PERFORMANCE

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

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

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

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

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

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

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

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX  TRANSPORTATION SERVICE  HOUSTON DIVISION  RATE SCHEDULE NO. T-90 H

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.
## CURRENT RATE COMPONENT

### RATE COMP. ID

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<td>(i) Customer Charge @ $1,139.51;</td>
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<td>(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;</td>
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### NET MONTHLY RATE (cont’d)

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<td>(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</td>
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<td>(i) Customer Charge @ $1,139.51;</td>
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<tr>
<td>(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;</td>
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<tr>
<td>(iii) Distribution Charge @ $0.1125/MMBtu</td>
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### CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage; |
- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu. |
- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu. |

### ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

### EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

### PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities.
in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMbtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.
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**Description:**
- SHENANDOAH, INC.
- STAFFORD, INC.
- WEBSTER, INC.
- WOODLANDS, ENVIRONS
- BAYTOWN, INC.
- WHARTON, INC.
- LAKE JACKSON, INC.
- NASSAU BAY, INC.
- HEDWIG VILLAGE, INC.
- SOUTH HOUSTON, INC.
### Delivery Points

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### TUC Applicability

**Facts Supporting Section 104.003(b) Applicability**

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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<td>S.</td>
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<td>LAST NAME:</td>
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None
[1. APPLICABILITY]

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):  Rate Schedule T-90 H and T-90 C  Rate Schedule T-91 E and T-91 S  Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

[2. DEFINITIONS]

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;  
(b) where Company has adequate capacity;  
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;  
b) will require signed acknowledgement of the Shipper and the End-use Customer; and  
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBus of natural gas which Shipper takes at the Delivery Point and the MMBus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for
customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

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

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

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

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

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper’s ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company’s credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent’s principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

 Terms & Conditions

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetry equipment is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper’s designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper’s designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point.

11.3 Shipper or Shipper’s designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company’s upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as possible.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper’s encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers’ deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances: (i) impair Company’s ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company’s cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper’s deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper’s takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO’s) or Operational Alerts (OA’s) of pipelines serving the Company shall be deemed events which impair the Company’s ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company’s cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company’s notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper’s account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company’s option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceed volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceed volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. 

12.7.2 In the event of an Underage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

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

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company’s estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

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

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

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

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

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

16.1 Limitations of Liability

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

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREFUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEGDE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY, INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
BEAUMONT/EAST TEXAS DIVISION
RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6,5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.
(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.
OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-91 RIDER 2

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 350 MMBtu per day,
(e) End-use Customer has direct access to natural gas service from other pipelines, and
(e) Company does not take title to or own the gas so transported.

NET MONTHLY RATE

Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule Rider for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of:

(i) Customer Charge @ $500.00;
(ii) Distribution Charge @ $0.0600/MMBtu
(iii) Payments to Government Authorities, as defined in Rate Schedule T-91.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule Rider is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 Rider 2
Replaces Revised Rate Schedule T-65
Effective 10-01-18
Rider 3

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FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

The parties are affiliated.

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RRC COID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

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11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity...
of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage underage imbalance level the company pays Shipper the following percentage of the
Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

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

13. BILLING AND PAYMENT

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

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

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

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

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

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

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

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY,
16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.
NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed. a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAINMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS
### Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E  
Replaces Rate Schedule T-91  
Effective 07-11-19

### Definitions

1. **Agreement or Transportation Service Agreement**: The written agreement for transportation service between Company and the Shipper.

2. **Annual Volume Limitation (AVL)**: The maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

3. **Applicable Index**: The reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

4. **Btu**: British Thermal Unit.

5. **Business Day**: Any day except Saturday, Sunday, or Federal Reserve Bank holidays.

6. **Company's Applicable Weighted Average Cost of Gas**: The weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

7. **Cubic Foot**: The volume of gas which occupies one cubic foot when said gas is at a temperature of 60 degrees Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

8. **Day or Daily**: A period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

9. **Delivery Point**:
   - (a) A single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
   - (b) Where Company has adequate capacity;
   - (c) Where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
   - (d) The natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

10. **End-use Customer**: The person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

11. **Exhibit A**: A formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein;  
(b) Will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) Will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

12. **Gas or Natural Gas**: Any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

13. **Gas Supply**: As it relates to purchased gas costs, it means the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

14. **Imbalance**: The difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

15. **Maximum Daily Quantity (MDQ)**: The total maximum MMBtu which Company shall be obligated to receive.
or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

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

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

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

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

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days of receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set forth in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

7. RECEIPT OF GAS FOR TRANSPORT

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Rate Adjustment Provisions:

None

Rate Components:

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Customer 32588 MARABOU
## TUC APPLICABILITY

### FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
### RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

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<td>MIDDLE: S.</td>
<td>LAST NAME: Hart</td>
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### CUSTOMERS

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APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

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

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

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

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprased as to changes in the identity of such representatives;
4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Tnsp Terms T-90B

Continuation from Tnsp Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
### RATE COMPONENT DESCRIPTION

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
   (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
   (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
   (i) impair Company's ability to maintain the operational integrity of its distribution system, or
   (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
      (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Receipt Point, Company may purchase said over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be charged at the Critical Period Price; and (ii) amounts greater than 5% will be charged at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Receipt Point, Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be charged at the Critical Period Price. Amounts greater than 5% will be charged at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded deliveries volume by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Underage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

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

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<tr>
<td>13.2</td>
<td>Shipper shall remit the amount due under Section</td>
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<tr>
<td>13.1</td>
<td>No more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</td>
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<td>13.3</td>
<td>If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</td>
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<td>13.4</td>
<td>If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</td>
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<td>13.5</td>
<td>Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit to and obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for underpayments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</td>
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<td>14.</td>
<td>SSURANCE OF PERFORMANCE</td>
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<td>If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</td>
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<td>15.</td>
<td>EVENT OF DEFAULT AND EARLY TERMINATION</td>
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<tr>
<td>15.1</td>
<td>In the event (each an Event of Default) Shipper or its guarantor shall:</td>
</tr>
<tr>
<td>15.1.1</td>
<td>Make an assignment or any general arrangement for the benefit of creditors;</td>
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<tr>
<td>15.1.2</td>
<td>File a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</td>
</tr>
<tr>
<td>15.1.3</td>
<td>Otherwise become bankrupt or insolvent (however evidenced);</td>
</tr>
<tr>
<td>15.1.4</td>
<td>Be unable to pay its debts as they fall due;</td>
</tr>
<tr>
<td>15.1.5</td>
<td>Have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</td>
</tr>
<tr>
<td>15.1.6</td>
<td>Fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</td>
</tr>
<tr>
<td>15.1.7</td>
<td>Fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</td>
</tr>
<tr>
<td>15.1.8</td>
<td>Not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</td>
</tr>
</tbody>
</table>
| 15.1.9       | Consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
**RAILROAD COMMISSION OF TEXAS**
**GAS SERVICES DIVISION**
**GSD - 2 TARIFF REPORT**

<table>
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<table>
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<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<tr>
<td>Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</td>
<td></td>
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</table>

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

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

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

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

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

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

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

Page 337 of 1633
CURRENT RATE COMPONENT

RATE COMP. ID   DESCRIPTION

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $1.139.51;
(ii) Administrative Charge  @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  @ $0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $1.139.51;
(ii) Administrative Charge  @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  @ $0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD will be calculated in MMBtu based on the number of Mcf that have been used; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company with any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities.
in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date
the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the
governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify
Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which
Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are
not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation
service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be
rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered.
Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that
adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall
bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General
Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made
credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s
sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which
provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract
expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use
Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use
customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries
hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or
regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment
priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages
or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be
in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to
reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and
Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation
Service, as amended from time to time.

RATE ADJUSTMENT PROVISIONS:

None
### TARIFF CODE: DT  RRC TARIFF NO: 23717

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**DESCRIPTION:** HOUSTON, INC.

**Customer:** 32588  MARABOU

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**DESCRIPTION:** HOUSTON, ENVIRONS

**Customer:** 32588  MARABOU

### TYPE SERVICE PROVIDED

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### FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
RAILROAD COMMISSION OF TEXAS  
GAS SERVICES DIVISION  
GSD - 2 TARIFF REPORT  

RRC COID: 6263  
COMPANY NAME: CENTERPOINT ENERGY ENTEX

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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**

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**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** Effective 7/1/19: Replacing RS T-90 with T-90 H and Terms and Conditions T 90 A & B

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

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<td>MIDDLE: S.</td>
<td>LAST NAME: Hart</td>
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**CUSTOMERS**

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APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
### 3. APPLICATION FOR SERVICE

#### 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

#### 3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

#### 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

#### 3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

#### 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

#### 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

##### 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

1. A copy of Shipper's most recent audited financial statements;
2. A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
3. A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 4. A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

#### 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

1. Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court’s jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper’s ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company’s credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopy number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent’s principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule;
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Tnspt Terms T-90B

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (delivered exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

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

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

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

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

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

14. SSURANCE OF PERFORMANCE

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no
earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the
Early Termination Date) for the termination of all of Company's obligations to transport gas under the Agreement (collectively, the
Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

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

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

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

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

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

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE
GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS
OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR
DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD
PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER,
WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR
PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER
THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR
WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S
REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL
COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE
ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry
out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.750/MMBtu Next 750 MMBtu @ $0.600/MMBtu Over 1,500 MMBtu @ $0.450/MMBtu
(iv) Payments to Government Authorities, as defined herein.
CURRENT RATE COMPONENT

RATE COMP. ID

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $6,250.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $4,000.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities.
in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time. Original Rate Schedule T-90 H Replaces Rate Schedule T-90 Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None
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**DESCRIPTION:**

- LA PORTE, INC.
- HOUSTON, INC.
- HOUSTON, ENVIRONS
- LA PORTE, ENVIRONS
- CONROE, INC.
- MONT BELVIEU, ENVIRONS

**Customer**

- 31483 COKINOS

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### TYPE SERVICE PROVIDED

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### TUC APPLICABILITY

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

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

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

**GAS SERVICES DIVISION**

**GSD - 2 TARIFF REPORT**

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**CUSTOMERS**

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1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean:

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein; b) will require signed acknowledgement of the Shipper and the End-use Customer; and c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for...
customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the
MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

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

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

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for
transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a
Transportation Service Agreement executed by Company.

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

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to
Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void
if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such
has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service
Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any
other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional
costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural
gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional
administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has
been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of
such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors
upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by
Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper
shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K
form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid
on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company’s credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telemeter number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Tnsp Terms T-91B

Continuation from Tnspt Terms T-92 A.

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company’s request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem...
necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with a statement showing the reinstatement of service at the Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reactivation of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (delivers exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may, at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. 

<table>
<thead>
<tr>
<th>Overage Underage Imbalance Level</th>
<th>The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where the Projected Deliveries</td>
<td>From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1</td>
</tr>
</tbody>
</table>

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

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

13. BILLING AND PAYMENT

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

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

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

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

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

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

15. **Event of Default and Early Termination**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

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

16.1 Limitations of Liability

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

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY, (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and...
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

1. First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
2. Terms & Conditions
3. PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
4. CENTERPOINT ENERGY ENTEX
5. TRANSPORTATION SERVICE
6. SOUTH TEXAS DIVISION
7. RATE SCHEDULE NO. T-91 S

**AVAILABILITY**

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

**APPLICATION**

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

**DEFINITIONS**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

**NET MONTHLY RATE**

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $327.20;
(ii) Administrative Charge @ $14.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.60/MMBtu Next 750 MMBtu @ $0.40/MMBtu Over 1,500 MMBtu @ $0.20/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,152.20;
(ii) Administrative Charge @ $6.50/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.15/MMBtu (iv) Payments to Government Authorities, as defined herein.
C. Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported and delivered under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,152.20;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu  (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES
Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 S Replaces Rate Schedule T-91 Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None
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**TYPE SERVICE PROVIDED**

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**TUC APPLICABILITY**

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

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
### RCE CoID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**

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**CONTRACT COMMENT:** None

### REASONS FOR FILING

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

**CITY ORDINANCE NO:** None

**AMENDMENT (EXPLAIN):** Effective 4/1/19: Add Pipeline Safety Inspection Fee

### PREPARER - PERSON FILING

**RRC NO:** 899  
**ACTIVE FLAG:** Y  
**INACTIVE DATE:**

**FIRST NAME:** Alice  
**MIDDLE:** S.  
**LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

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

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

**AREA CODE:** 713  
**PHONE NO:** 207-5322  
**EXTENSION:**

### CUSTOMERS

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Thermal Unit. 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term Agreement. 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as transportation service between Company and the Shipper. 2.2 The term annual volume limitation or AVL means the maximum MMBtu Schedule T-86  2. DEFINITIONS  2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for service requested from or provided by CENTERPOINT ENERGY ENTEX ( Company) under the following rate schedule(s):  Rate Current Rate Component

**DESCRIPTION**

- **TARIFF CODE:** DT  
- **RRC TARIFF NO:** 24231
- **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**CURRENT RATE COMPONENT**

**RATE COMP. ID**  | **DESCRIPTION**
--- | ---
PSIF-13 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-86 | AVAILABILITY Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book. APPLICATION This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, as defined in the contract contemplated hereby, on the campus of a state-owned entity that is eligible to purchase State Royalty Gas; and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book.  NET MONTHLY RATE: The Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of: (i) a monthly service charge of $4,400.00 per campus; plus (ii) a rate per MMBtu per campus for all gas transported to the facilities of an End-user Customer at the campus during a billing period equal to the sum of: First 3,000 MMBtu @ $0.40 per MMBtu Over 3,000 MMBtu @ $0.10 per MMBtu; plus (iii) Payments to Governmental authorities, as defined in this Rate Schedule and the General Terms. EQUIVALENT QUANTITY OF NATURAL GAS The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station. PAYMENTS TO GOVERNMENTAL AUTHORITIES In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. OTHER CHARGES Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. BILLING AND PAYMENT Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq. WRITTEN SERVICE AGREEMENT Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. CURTAILMENT In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). MEASUREMENT The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

**Tnsp Terms T-86 A**

**CENTREPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-86 1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTREPOINT ENERGY ENTEX ( Company) under the following rate schedule(s): Rate Schedule T-86 2. DEFINITION OF TRANSPORTATION SERVICE AGREEMENT 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper. 2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof. 2.4 The term Btu shall mean British Thermal Unit. 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's
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| residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s) unless otherwise specified in the Agreement or the Exhibit A. 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. 2.9 The term Delivery Point shall mean (a) the campus or campuses of a state-owned entity that is eligible to purchase state royalty gas and receiving gas redelivered by Company at the Delivery Point. 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement by the Shipper and the End-use Customer; and (c) will be a binding commitment, which will be a condition precedent to transportation service under the Transportation Service Agreement by and between Shipper and Company. 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. 2.14 The term imbalance shall mean the difference in the MMbtus of natural gas which Shipper takes at the Delivery Point and the MMbtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for Gas and Fuel, if any, specified in the Agreement. 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMbtus which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer. 2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMbtus Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ. 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMbtu shall mean one million (1,000,000) Btu's. 2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month. 2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement. 2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation on behalf of a Shipper. 2.21 The term Royalty Gas shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company. 2.22 The term State Royalty Gas shall mean natural gas produced on state lands or in state waters, which represents royalties due to the State of Texas, and which the State of Texas through the Commissioner of the Texas General Land Office, has the right to take in kind. 2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days. 3. APPLICATION FOR SERVICE 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company. 3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement which accurately reflects the Shipper's submitted request for service within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void. In all other circumstances, unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution. 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms and Conditions as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference. 3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement. 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper. 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements; 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.6.2 Shipper must meet the...
following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors’ committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria. 4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specific Receipt Point(s). All approved Shippers must submit an Exhibit A for each shipper. Exhibit A for each shipper must be signed by an authorized Signatory of the shipper. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. 4.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement; 4.3 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum to a Transportation Service Agreement; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream Pipeline Contact Information for Confirmations 4.4.7 Indexes and Lost and Unaccounted for Gas: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification that Shipper will be required to deliver gas to Company’s system for transportation. 4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. 4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party approved by the proposed service. 4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. 4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. 5. SCHEDULING AND NOMINATIONS 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow. All provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. 7. RECEIPT OF GAS FOR TRANSPORT 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. 8. WARRANTY OF TITLE 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. 10. GAS TRANSPORTED BY COMPANY 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The place where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised T-86 Terms & Conditions Replaces Revised T-86 Terms & Conditions Effective 05-01-2016
Company shall provide Shipper with electronic notice of all analog telecommunication line outages. If the required analog telecommunication lines remain out of service for any reason for more than 15 business days after such electronic notification, then Company shall have the option to place the meter at the Receipt Point where the analog telecommunication line is out of service on wireless telemetry service as described in Section 11.2.4 and Section 11.2.5.2. 11.2.4 If Shipper chooses wireless telemetry, then Shipper shall pay Company $15 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule. 11.2.5 Shipper will pay Company or cause Company to be paid for telemetry equipment under one of the following payment options as chosen by the original Shipper in the initial Exhibit A: 11.2.5.1 Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry within 45 days of installation; or 11.2.5.2 Shipper shall pay Company or cause Company to be paid a monthly administrative fee per meter for the entire period such meter(s) is(are) served under this or any other transportation rate schedule as follows: Transportable redeliveries without pressure instrumentation $30.00 per meter per month Transportation redeliveries with pressure instrumentation $75.00 per meter per month for new installations or replacement installations completed before May 1, 2016 Transportation redeliveries with pressure instrumentation $120.00 per meter per month for new installations or replacement installations completed on or after May 1, 2016 11.3 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point at any time during a Critical Period Event. Shipper shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $100.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer. 11.4 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $100.00 per reinstatement of service.

12. BALANCING 12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply. 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practicable. 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not release Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances. 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events 12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers. 12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event and Shippers has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price. 12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. 12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or
greater than 5% of the projected redeliveries for the Service Month. Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected redeliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance. 12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ. 12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storing, and delivery activities attributable to nomination and subsequent overruns caused by their own activities, including but not limited to, physical overruns, commodity charges, demand charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors. 12.7 Monthly Imbalances 12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (delivered volumes exceeds volumes received by Company), Shipper will purchase said volumes from Company at the percentage of the applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (received volumes exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.

<table>
<thead>
<tr>
<th>Percentage of the Cash-</th>
<th>Underage Imbalance Level</th>
<th>The Company Pays the</th>
<th>Shipper Pays the</th>
</tr>
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<tbody>
<tr>
<td>100%</td>
<td>100% from 5% to 10%</td>
<td>80%</td>
<td>120% from 10% to 15%</td>
</tr>
<tr>
<td>70%</td>
<td>130% from 15% to 20%</td>
<td>60%</td>
<td>140% Greater than 20%</td>
</tr>
</tbody>
</table>
| 50%                    | 150%                    | 120%                | 150% 12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement. 12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively. 12.9 Effect of Reliance on Incomplete or Inaccurate Data. Impacts caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement. 13. BILLING AND PAYMENT 13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. 13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date. If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section. 13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate. 13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and recording of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and bills shall be conclusively presumed final and accurate and all associated claims for underpayments or overpayments shall be deemed waived unless such invoices or bills are objected to in writing, with adequate explanation and supporting documentation, within two (2) years after the month of gas delivery. Any retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. 14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company. 15. EVENT OF DEFAULT AND EARLY TERMINATION 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s)
relating to the Contract: 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at
least one Business Day of a written request by Company: 15.1.8 have not paid any amount due the Company hereunder on or before
the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or
into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or
transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General
Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith
and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to
immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies
available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. 15.2 If an
Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than
the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early
Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated
Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. 15.3 As of the Early Termination
Date, Company shall have the right, in good faith and in a commercially reasonable manner, to commercially reasonable,
administrative, and accounting charges relating to such transportation, including but not limited to amounts due Company under Section 12 hereof: 15.4
So as soon as practicable, Company shall invoice Shipper for the amounts due Company under this Section 15. Shipper shall pay the
invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be
earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of
payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street
Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. 16. LIMITATIONS OF LIABILITY
AND FORCE MAJEUR 16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this
Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order,
rule or regulation (Law), damage to Company's pipelines or equipment or to other causes or contingencies beyond the control of Company
shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall
be resumed whenever any such cause or contingency ends. 16.1.2 For Breach of ANY PROVISION OR EVENT OF DEFAULT
FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT,
APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES
SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET
FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO
REMEDIY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE
SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES
ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER
REMEDIIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE
AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR
CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER
BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION
OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT,
APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE
WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY,
WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY
DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL
TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO
DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES
CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE
A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED
UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY
AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES
HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT
NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS,
DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD
TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY
CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE
AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF
COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL DEFEND ANY CLAIM ASSERTED AGAINST
SHIPPER BY THIRD PARTIES INCLUDING COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES. SHIPPER
SHALL PAY ALL COSTS THAT MAY BE INCURED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2
Force Majeure 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force
majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such
Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other
party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they
are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer
period, and such cause will, so far as possible, be remedied with all reasonable dispatch. 16.2.2 Definition of Force Majeure. The term
force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism; acts of the public
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force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism; acts of the public
enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics: landslides, lightning, earthquakes, fires, storms,
tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental
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<td>D</td>
<td>MMBtu</td>
<td>$.0000</td>
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**DESCRIPTION:** HOUSTON, INC.  
Customer 24864 TGLO

**TYPE SERVICE PROVIDED**

- **TYPE OF SERVICE:** H  
  **SERVICE DESCRIPTION:** Transportation

**TUC APPLICABILITY**

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

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**

**GFD - 2 TARIFF REPORT**

<table>
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<tr>
<th>RRC TARIFF NO:</th>
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<table>
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<tr>
<th>DESCRIPTION:</th>
<th>Distribution Transportation</th>
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<tbody>
<tr>
<td>STATUS:</td>
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</table>

**Effective 07/11/19:**  
Removed several cities. Replacing RS T91 with T91E and Terms and Conditions T91 A&B

**Effective 07/11/19:**  
Add Delivery Point: Crocket Inc to this tariff.

---

**PREPARED PERSON FILING**

<table>
<thead>
<tr>
<th>RRC NO:</th>
<th>899</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACTIVE FLAG:</td>
<td>Y</td>
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<tr>
<td>INACTIVE DATE:</td>
<td></td>
</tr>
<tr>
<td>FIRST NAME:</td>
<td>Alice</td>
</tr>
<tr>
<td>MIDDLE:</td>
<td>S.</td>
</tr>
<tr>
<td>LAST NAME:</td>
<td>Hart</td>
</tr>
<tr>
<td>TITLE:</td>
<td>Suprv. Reg. Support Services</td>
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</table>

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

**ADDRESS LINE 2:**  
CITY: Houston  
STATE: TX  
ZIP: 77252  
ZIP4: 2628

**AREA CODE:**  
713

**PHONE NO:**  
207-5322

**EXTENSION:**  

---

**CUSTOMERS**

<table>
<thead>
<tr>
<th>CUSTOMER NO</th>
<th>CUSTOMER NAME</th>
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<tbody>
<tr>
<td>29391</td>
<td>CONSTITUTION</td>
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</table>
11. FACILITIES

11.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

11.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer purchasing gas from Shipper at such Delivery Point. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity
<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>6263</td>
<td>of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:</td>
</tr>
<tr>
<td></td>
<td>(i) an Excess Flow Event (Shipper's deliveries exceed takes); or</td>
</tr>
<tr>
<td></td>
<td>(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</td>
</tr>
<tr>
<td></td>
<td>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</td>
</tr>
<tr>
<td></td>
<td>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</td>
</tr>
<tr>
<td></td>
<td>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than the Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</td>
</tr>
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<td></td>
<td>12.6 Multi-day Imbalances</td>
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<tr>
<td></td>
<td>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</td>
</tr>
<tr>
<td></td>
<td>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</td>
</tr>
<tr>
<td></td>
<td>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</td>
</tr>
<tr>
<td></td>
<td>12.7 Monthly Imbalances</td>
</tr>
</tbody>
</table>
|              | 12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the
<table>
<thead>
<tr>
<th>Rate Comp. ID</th>
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<tbody>
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<td>RRC TARIFF NO: 24381</td>
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**2.7.2** In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

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

**12.9** Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

**13. BILLING AND PAYMENT**

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

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

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

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

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

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

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

**15.1** In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

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

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

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

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

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

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

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

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY,
### 16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

**PSIF-13**

**T-91 E**

**CENTERPOINT ENERGY ENTEX**

**TRANSPORTATION SERVICE**

**BEAUMONT/EAST TEXAS DIVISION**

**RATE SCHEDULE NO. T-91 E**

### AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

### APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;

(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;

(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,

(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and

(e) Company does not take title to or own the gas so transported.

### DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.
RAILROAD COMMISSION OF TEXAS
GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS
Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E  Replaces Rate Schedule T-91  Effective 07-11-19

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):  Rate Schedule T-90 H and T-90 C  Rate Schedule T-91 E and T-91 S  Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;

(b) where Company has adequate capacity;

(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;

(b) will require signed acknowledgement of the Shipper and the End-use Customer; and

(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

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

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive...
2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

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

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

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

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

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

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

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

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

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be
6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

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

7. RECEIPT OF GAS FOR TRANSPORT

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None
## Delivery Points

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**Description:** CROCKETT, INC.

- **Customer:** 29391
- **Description:** CONSTELLATION

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**Description:** BEAUMONT, INC.

- **Customer:** 29391
- **Description:** CONSTELLATION

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**Description:** HENDERSON, INC.

- **Customer:** 29391
- **Description:** CONSTELLATION

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**Description:** LUFKIN, INC.

- **Customer:** 29391
- **Description:** CONSTELLATION

## Type of Service Provided

### Type of Service: H  
- **Service Description:** Transportation

## TUC Applicability

**Facts Supporting Section 104.003(b) Applicability**

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

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu
and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMbtu, the MMbtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMbtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMbtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMbtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMbtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMbtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.
NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 H Replaces Rate Schedule T-90 Effective 07-11-19

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

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

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

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

2.6 The term Company’s applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company’s residential and commercial customers in the same jurisdiction as the Shipper’s End-use Customer(s).

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

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately
2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS
5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas
11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to install or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
   (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
   (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including,
but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFOs) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.
plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's
15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S
16.1.3 Except as otherwise provided under the Agreement, applicable rate schedule or these general terms, shipper expressly agrees to protect, defend, indemnify, and save company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of company, shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the transportation service agreement, except to the extent caused by the gross negligence or willful misconduct of company, its officers, agents and employees. Shipper shall on company's request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by company in enforcing this indemnity, including all reasonable attorney's fees.

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.
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**Description:**
- JERSEY VILLAGE, INC.
- BROOKSHIRE, INC.
- HUNTERS CREEK VILLAGE, INC.
- PECAN GROVE, ENVIRONS

**Customer:**
- 33145 CIMA ENERGY

### Type of Service Provided

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### TUC Applicability

**Facts Supporting Section 104.003(b) Applicability**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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<th>CENTERPOINT ENERGY ENTEX</th>
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**REASONS FOR FILING**

- NEW FILING: N
- RRC DOCKET NO:

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** Effective 7/11/19: Replacing RS T90 with T 90H and Terms and Conditions T 90 A & B

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

- RRC NO: 899
- ACTIVE FLAG: Y
- INACTIVE DATE:
- FIRST NAME: Alice
- MIDDLE: S.
- LAST NAME: Hart
- TITLE: Suprv. Reg. Support Services
- ADDRESS LINE 1: P.O. Box 2628
- ADDRESS LINE 2: |
- CITY: Houston
- STATE: TX
- ZIP: 77252
- ZIP4: 2628
- AREA CODE: 713
- PHONE NO: 207-5322
- EXTENSION:

**CUSTOMERS**

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CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMbtu shall mean one million (1,000,000) Btu's.
3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnpt Terms T-90B  Continuation from Tnpt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation effectively demonstrates the delinquency. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company has the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shippers, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
billings shall be prepared based on the quantity nominated by Shipper or Company’s estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month’s billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company’s invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
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15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, constraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMbtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMbtu and less than 50 MMbtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

Page 419 of 1633
(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;

(ii) Administrative Charge @ $6,2500/MMBtu of Contract Demand, as defined herein;

(iii) Distribution Charge @ $0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;

(ii) Administrative Charge @ $4,0000/MMBtu of Contract Demand, as defined herein;

(iii) Distribution Charge @ $0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities.
in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

**MEASUREMENT**

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

**GENERAL TERMS AND CONDITIONS**

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

### RATE ADJUSTMENT PROVISIONS:

None
### RCCOID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

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### TYPE SERVICE PROVIDED

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<td>Transportation</td>
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### FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
<thead>
<tr>
<th>CUSTOMER NO</th>
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<tbody>
<tr>
<td>31483</td>
<td>COKINOS</td>
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11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company’s request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper’s designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper’s designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper’s designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper’s designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper’s designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company’s upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall maintain available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper’s encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events
### RRC TARIFF NO: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

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<th>TARIFF CODE:</th>
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<tbody>
<tr>
<td>DT</td>
<td>24641</td>
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12.5.1 If Shippers’ deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company’s ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper’s (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper’s takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company’s ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it has received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes
13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
15.1.3 otherwise become bankrupt or insolvent (however evidenced);
15.1.4 be unable to pay its debts as they fall due;
## 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

### 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPlicable RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PRIMARED UNDER THE AGREEMENT, APPlicable RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPlicable RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPlicable RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY. WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPlicable RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPlicable RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPlicable RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.
**Force Majeure**

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

### Definitions

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.
The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the
aggregated points of delivery are located.

Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or
utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service
The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas

Contract Demand (CD) calculated in MMBtu and equal to the higher of:

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu
and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for
the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated
points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the
Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the
period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60)
months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption
measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall
be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of
delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD
shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for
this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change
that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a
new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the
individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the
new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually
metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year
available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or
aggregated points of delivery includes sixty (60) months of measured MMBtu. (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

Annual Rate Adjustment

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas
utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service
Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or
aggregated points of delivery are located.

Equivalent Quantity of Natural Gas

The term Equivalent Quantity of Natural gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the
quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys` fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.
1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;

(b) a standby irrevocable letter of credit acceptable to Company; or

(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline.

For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

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<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<td>6.3</td>
<td>These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</td>
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## TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
### RRC COID: 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**

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**TERM OF CONTRACT DATE: 07/11/2019**  
**AMENDMENT DATE:**

**CONTRACT COMMENT:** None

### AMENDMENT (EXPLAIN): Effective 7/11/19: Replacing RS T90 with T 90H and Terms and Conditions T 90 A & B

**REASONS FOR FILING**

- **NEW FILING:** N  
- **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT (EXPLAIN):** None

**OTHER (EXPLAIN):** None

### PREPARE - PERSON FILING

- **RRC NO:** 899  
- **ACTIVE FLAG:** Y  
- **INACTIVE DATE:**

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<th>MIDDLE: S.</th>
<th>LAST NAME: Hart</th>
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**ADDRESS LINE 2:**

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**PHONE NO:** 207-5322  
**EXTENSION:**

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CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S. DEFINITIONS

2. Definitions

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered by Shipper to Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but
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3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

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4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
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4.4.6 Upstream Pipeline Contact Information for Confirmations 
4.4.7 Indexes: 
4.4.7.1 Applicable Monthly Index; 
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5. SCHEDULING AND NOMINATIONS 
5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: 
(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; 
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or 
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. 
6. APPLICATION OF GENERAL TERMS AND CONDITIONS 
6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. 
6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. 
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obliged to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B
Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency. Shipper shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service reinstatement. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.4 Shipper or Shipper's designee shall have the right to request termination of service at specific Delivery Point(s) in the event that the End-use Customer purchasing gas from Shipper at such Delivery Point has not paid for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency of the End-use Customer. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is receiving gas at and beyond the Delivery Point.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or

(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper’s use by law, order, rule or regulation (Law), damage to Company’s pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 For breach of any provision or event of default for which an express remedy or measure of damages is provided under the Agreement, applicable rate schedule or these general terms, such express remedy or measure of damages shall be the sole and exclusive remedy. A party’s liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided under the Agreement, applicable rate schedule or these general terms, a party’s liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided under the Agreement, applicable rate schedule or these general terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations imposed under the Agreement, applicable rate schedule or these general terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid under the Agreement, applicable rate schedule or these general terms are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated under such agreement, applicable rate schedule or these general terms constitute a reasonable approximation of the harm or loss incurred.

16.1.3 Except as otherwise provided under the Agreement, applicable rate schedule or these general terms, shipper expressly agrees to protect, defend, indemnify, and save company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of company, shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the transportation service agreement, except to the extent caused by the gross negligence or willful misconduct of company, its officers, agents and employees. Shipper shall on company’s request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by company in enforcing this indemnity, including all reasonable attorney’s fees.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.
(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu

(IV) Payments to Government Authorities, as defined herein.

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu

(IV) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have no gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage; (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities.
in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 H Replaces Rate Schedule T-90 Effective 07-11-19
### Delivery Points

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### Type Service Provided

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### TUC Applicability

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
RAILROAD COMMISSION OF TEXAS
GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

<table>
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**OPERATOR NO:**

- ORIGINAL CONTRACT DATE:  
- RECEIVED DATE: 09/06/2019
- INITIAL SERVICE DATE: 06/01/2012
- TERM OF CONTRACT DATE:  
- AMENDMENT DATE: 07/11/2019
- INACTIVE DATE:  
- CONTRACT COMMENT: None

**REASONS FOR FILING**

- NEW FILING: N
- RRC DOCKET NO:  
- CITY ORDINANCE NO:  
- AMENDMENT EXPLAIN: Effective 7/11/19: Replacing RS T90 with T 90H and Terms and Conditions T 90 A & B
- OTHER EXPLAIN: None

**PREPARE - PERSON FILING**

- RRC NO: 899
- ACTIVE FLAG: Y
- INACTIVE DATE:  
- FIRST NAME: Alice
- MIDDLE: S.
- LAST NAME: Hart
- TITLE: Suprv. Reg. Support Services
- ADDRESS LINE 1: P.O. Box 2628
- ADDRESS LINE 2:  
- CITY: Houston
- STATE: TX
- ZIP: 77252
- ZIP4: 2628
- AREA CODE: 713
- PHONE NO: 207-5322
- EXTENSION:  

**CUSTOMERS**

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Page 452 of 1633
Service under this Rate Schedule Rider shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule Rider is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby;
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 250 MMBtu per day. (e) End-use Customer has direct access to natural gas service from other pipelines, and (f) Company does not take title to or own the gas so transported.

NET MONTHLY RATE

Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule Rider for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,000.00
(ii) Distribution Charge @ $0.1000/MMBtu
(iii) Payments to Government Authorities, as defined in Rate Schedule T-90.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule Rider is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 Rider 2
Replaces Revised Rate Schedule T-69
Effective 10-01-18
Rider 2 and Rider 3

Tnsp T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C, Rate Schedule T-91 E and T-91 S, Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to
2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service.
Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent’s principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company’s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at the Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES
9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMbtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMbtu and less than 50 MMbtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $6,250.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $4,000.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in MCF but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in MCF only shall be calculated by multiplying each month’s measured MCF by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but are not to the distribution system and have no current gas consumption, the Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date
the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company`s invoices will be based on the quantity of MMbtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months` billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company`s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time. Original Rate Schedule T-90 H Replaces Rate Schedule T-90 Tnspt Terms T-90 B

Continuation from Tnspt Terms T-92 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company’s request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. The Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es)
specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may, at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (delivered exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.
12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
## 15. Limitations of Liability

### 15.1 Limitations of Liability

15.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

15.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

15.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR

### 16. Limitations of Liability and Force Majeure

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

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### RATE ADJUSTMENT PROVISIONS:

None

### DELIVERY POINTS

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**DESCRIPTION:** HOUSTON, INC.

Customer 34371 CENTERPOINT ENERGY SERVICES

### TYPE SERVICE PROVIDED

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### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

The parties are affiliated.

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;

(b) where Company has adequate capacity;

(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;

b) will require signed acknowledgement of the Shipper and the End-use Customer; and

(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBus of natural gas which Shipper takes at the Delivery Point and the MMBus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for
customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company;
or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with a specific notice stating that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers. Critical Period Event can be either:

(ii) an Excess Flow Event (Shipper’s (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper’s takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO’s) or Operational Alerts (OA’s) of pipelines serving the Company shall be deemed events which impair the Company’s ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper’s (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper’s takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO’s) or Operational Alerts (OA’s) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper of the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company’s invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSUROANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper’s provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount, and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper’s obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity’s credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company’s obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY’S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY’S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY, INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY’S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY’S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019 Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $327.20;
(ii) Administrative Charge @ $14.000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.600/MMBtu Next 750 MMBtu @ $0.400/MMBtu Over 1,500 MMBtu @ $0.200/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,152.20;
(ii) Administrative Charge @ $6.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.150/MMBtu (iv) Payments to Government Authorities, as defined herein.
CURRENT RATE COMPONENT

RATE COMP. ID

DESCRIPTION

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $1,152.20;
(ii) Administrative Charge  @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  @ $0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES
Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

**MEASUREMENT**

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

**GENERAL TERMS AND CONDITIONS**

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

**RATE ADJUSTMENT PROVISIONS:**

None
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**Description:** CONVERSE, INC.

| Customer | 33495 | NORTH STAR GAS |

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| Customer | 33495 | NORTH STAR GAS |

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### TUC Applicability

**Facts Supporting Section 104.003(b) Applicability**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
RAILROAD COMMISSION OF TEXAS
GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

RAILROAD COMMISSION OF TEXAS
GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

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11. FACILITIES

11.1 Company shall maintain, operate and maintain whatever facilities are necessary to receive gas at the Service Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Service Point.

11.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Service Point. Shipper or a Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or a Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.3 Shipper or a Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Service Point. Shipper or a Shipper's designee shall have the right to request termination of service at a Service Point if the End-use Customer purchasing gas from Shipper at such Service Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Service Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Service Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Service Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Service Point does not relieve Shipper of its contract obligations with Company for such Service Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Service Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events
12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances
12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presuming final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
### 15. Limitations of Liability and Force Majeure

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper’s use by law, order, rule or regulation (Law), damage to Company’s pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 For breach of any provision or event of default for which an express remedy or measure of damages is provided under the Agreement, applicable rate schedule or these general terms, such express remedy or measure of damages shall be the sole and exclusive remedy. A party’s liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided under the Agreement, applicable rate schedule or these general terms, a party’s liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided under the Agreement, applicable rate schedule or these general terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations imposed under the Agreement, applicable rate schedule or these general terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party. Whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid under the
16.1.3 Except as otherwise provided under the Agreement, Applicable Rate Schedule or these General Terms, Shipper expressly agrees to protect, defend, indemnify, and save Company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of Company, Shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the Transportation Service Agreement, except to the extent caused by the gross negligence or willful misconduct of Company, its officers, agents and employees. Shipper shall on Company’s request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by Company in enforcing this indemnity, including all reasonable attorney’s fees.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper’s obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.
2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtu of natural gas which Shipper takes at the Delivery Point and the MMBtu which Shipper provides for transportation at the Receipt Point; net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein), including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.
2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Company to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.
9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Pipeline Safety Inspection Fee:

Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill $1.03, based on $1.00 per service line. Collected from April 1, 2020 to April 30, 2020.
(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $4,000.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Governmental Authorities, as defined herein.

Net Monthly Rate (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $4,000.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Governmental Authorities, as defined herein.

Contract Demand

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in MMBtu but do not gas consumption measured in MMBtu, the Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

Annual Rate Adjustment

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

Equivalent Quantity of Natural Gas

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

Payments to Governmental Authorities

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any
associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys` fees, which Company may incur as a result of Shipper`s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company`s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months` billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company`s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company`s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company`s General Terms and Conditions for Transportation Service, as amended from time to time.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD – 2 TARIFF REPORT**

---

**RRC COID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX  
**TARIFF CODE:** DT  
**RRC TARIFF NO:** 25728

### DELIVERY POINTS

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### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
### TARIF CODE: DT  RRC TARIFF NO: 25886

**DESCRIPTION:** Distribution Transportation

**STATUS:** A

**OPERATOR NO:**

- **ORIGINAL CONTRACT DATE:**
- **INITIAL SERVICE DATE:** 02/01/2013
- **INACTIVE DATE:**
- **RECEIVED DATE:** 04/16/2019
- **TERM OF CONTRACT DATE:**
- **AMENDMENT DATE:** 05/01/2016

**CONTRACT COMMENT:** None

### REASONS FOR FILING

- **NEW FILING:** N
- **RRC DOCKET NO:**

**CITY ORDINANCE NO:** None

**AMENDMENT(Explain):** Effective 4/1/18: Add Pipeline Safety Inspection Fee

**OTHER(Explain):**

### PREPARE - PERSON FILING

- **RRC NO:** 899
- **ACTIVE FLAG:** Y
- **INACTIVE DATE:**

- **FIRST NAME:** Alice
- **MIDDLE:** S.
- **LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

**ADDRESS**

- **LINE 1:** P.O. Box 2628
- **LINE 2:**

- **CITY:** Houston
- **STATE:** TX
- **ZIP:** 77252
- **ZIP4:** 2628

- **AREA CODE:** 713
- **PHONE NO:** 207-5322
- **EXTENSION:**

### CUSTOMERS

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<tr>
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| T-88 | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-88 AVAILABLE Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book. APPLICATION This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, as defined in the contract contemplated hereby, on the campus of a municipally-owned entity that is eligible to purchase State Royalty Gas; and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book. NET MONTHLY RATE The Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of: (i) a rate per MMBtu for all gas transported to the facilities of an End-use Customer at the campus(es) during a twelve month period running from February to January: First 1,500,000 MMBtu @ $870,000.00 Over 1,500,000 MMBtu @ $0.10 per MMBtu; plus (ii) Payments to Governmental authorities, as defined in this Rate Schedule and the General Terms. (iii) The $870,000 charge for the first 1,500,000 MMBtu shall be divided into twelve (12) equal monthly installments of $72,500.00 for billing purposes. EQUIVALENT QUANTITY OF NATURAL GAS The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station. PAYMENTS TO GOVERNMENTAL AUTHORITIES In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. OTHER CHARGES Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. BILLING AND PAYMENT Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq. WRITTEN SERVICE AGREEMENT Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. CURTAILMENT In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). MEASUREMENT The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. All volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.
Thermal Unit. 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s) unless otherwise specified in the Agreement or the Exhibit A. 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. 2.9 The term Delivery Point shall mean (a) the campus or campuses of a municipally-owned entity that is eligible to purchase state royalty gas as where all facilities are situated in close geographic proximity and served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of the combined campus or campuses will be, based on Company's best estimate, a minimum of 1,000,000 MMBtu per year; and (d) the natural gas redelivered is for ultimate consumption at such campus or campuses and not for resale or sharing with others. 2.10 The term End-use Customer shall mean state-owned facilities eligible to purchase state royalty gas and receiving gas redelivered by Company at the Delivery Point. 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or continue a Transportation Service Agreement under any Transportation Service Agreement. 2.12 The term exhibits A (a) which the Shipper or potential Shipper or Exhibit A (a) which is a copy of Exhibit A and (b) the Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's financial statements or statements of income or other appropriate financial information which Shipper or potential Shipper shall furnish to Company; 3.6.1.2 A copy of Shipper's most recent financial statements; 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6. 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ, (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria. 4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT 4.1 A Shipper must have executed a valid Company Exhibit A agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point. 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set forth in this Section. 4.3 All approved Shippers must submit an Exhibit A for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum to a Transportation Service Agreement; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopyer number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopyer number and e-mail address of person(s) to contact regarding operational and other notices; 4.4.6 Upstream Pipeline Contact Information for Confirmations 4.4.7 Indexes and Lost and Unaccounted For Gas: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation. 4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. 4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. 4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. 4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. 5. NOMINATIONS AND NOMINATIONS 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMbtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. 6. APPLICATION OF GENERAL TERMS AND CONDITIONS 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict
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**CURRENT RATE COMPONENT**

**RATE COMP. ID** | **DESCRIPTION**
--- | ---
with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. 7. RECEIPT OF GAS FOR TRANSPORT 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. 8. WARRANTY OF TITLE: 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. 10. GAS TRANSPORTED BY COMPANY 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Revised T-88 Terms & Conditions Replaces Original T-88 Terms & Conditions Effective 05-01-2016

**Tnspt Terms T-88 B**

Continuation from Tnspt Terms T-88 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-88 11. FACILITIES 11.1 For any Exhibit A effective prior to June 1, 2012: 11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetering is required for service under these General Terms. Upon execution of the Agreement, Company shall install telemetering equipment of standard make and manufacture on all meters at the campus facilities using, based on Company's best estimate, 2,500 Mcf or more on an annual basis to determine hourly and daily flow of gas at the Receipt Point, provided that if no campus meter uses at least 2,500 Mcf or more on an annual basis, Company shall install telemetering equipment of standard make and manufacture on the meter at the campus facilities flowing the largest amount of natural gas during the immediately preceding twelve month period. Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetering. 11.1.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Shipper shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals are necessary to safely receive and utilize gas at and beyond the Delivery Point. 11.2.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetering is required for service under these General Terms. Upon execution of the Agreement, Company shall install telemetering equipment of standard make and manufacture on all meters at the campus facilities using, based on Company's best estimate, 2,500 Mcf or more on an annual basis to determine hourly and daily flow of gas at the Receipt Point, provided that if no campus meter uses at least 2,500 Mcf or more on an annual basis, Company shall install telemetering equipment of standard make and manufacture on the meter at the campus facilities flowing the largest amount of natural gas during the immediately preceding twelve month period. Shipper shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available at the Receipt Point. 11.2.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. 11.2.3 If Shipper chooses analog telemetry, then Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals are necessary to safely receive and utilize gas at and beyond the Delivery Point.
### BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply. 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical. 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances. 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events 12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers. 12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed appropriate. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price. 12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. 12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period
measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance. 12.6.2

Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ. 12.6.3 Shipper will be responsible for all actions or failures of Shipper or its guarantor or credit support entity attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overruns, commodity charges, demand, and penalities. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors. 12.7 Monthly Imbalances 12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of the applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. 12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement. 12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively. 12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalances data that differ materially from subsequently corrected data will be deemed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement. 13. BILLING AND PAYMENT 13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. 13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date. 13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section. 13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate. 13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and bills shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or bills are objected to in writing, with adequate explanation and documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. 14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company. 15. EVENT OF DEFAULT AND EARLY TERMINATION 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit…
Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity’s credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. 15.3 As of the Early Termination Date, Company shall determine the following, in a commercially reasonable manner: (i) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under Section 12 hereof. 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES ARE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES. ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE CROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; war, terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental
### Rate Adjustment Provisions:

- None

### Delivery Points

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**Description:**

- **HOUSTON, INC.**

**Customer:**

- 34371 CENTERPOINT ENERGY SERVICES

### Type of Service Provided

- **Type:** H
- **Description:** Transportation

### TUC Applicability

**Facts Supporting Section 104.003(b) Applicability**

- The parties are affiliated.

- Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

- I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
### RRC COID: 6263
**COMPANY NAME** CENTERPOINT ENERGY ENTEX

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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**

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**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N  
**RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** Effective 7/11/19: Replacing RS T90 with T 90H and Terms and Conditions T 90 A & B

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

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<td><strong>MIDDLE:</strong> S.</td>
<td><strong>LAST NAME:</strong> Hart</td>
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<td><strong>TITLE:</strong> Suprv. Reg. Support Services</td>
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**CUSTOMERS**

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APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

1.2 Definitions

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
## 3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

- 3.6.1.1 A copy of Shipper's most recent audited financial statements;
- 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
- 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

- 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B
Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances:
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such under-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of under-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected re-deliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be
adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date
is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be
correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the
disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount
disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to
enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the
date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall
Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit
and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent
reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices
and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be
deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two
(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment
within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or
these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the
creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.
Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support
Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's
obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin
agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a
continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any
bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or
substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a
written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such
payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the
time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the
obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially
weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the
right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
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<th>RRC COID:</th>
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<th>COMPANY NAME: CENTERPOINT ENERGY ENTEX</th>
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**CURRENT RATE COMPONENT**

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<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<td>Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</td>
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15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDUSTRY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions
PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H

AVAILABILITY
Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION
This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS
For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE
(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.
<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>(B)</td>
<td>Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</td>
</tr>
<tr>
<td>(i)</td>
<td>Customer Charge @ $1,139.51;</td>
</tr>
<tr>
<td>(ii)</td>
<td>Administrative Charge @ $6,250.00/MMBtu of Contract Demand, as defined herein;</td>
</tr>
<tr>
<td>(iii)</td>
<td>Distribution Charge @ $0.3500/MMBtu</td>
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<tr>
<td>(iv)</td>
<td>Payments to Government Authorities, as defined herein.</td>
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**NET MONTHLY RATE (cont’d)**

| (C)          | Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of: |
| (i)          | Customer Charge @ $1,139.51; |
| (ii)         | Administrative Charge @ $4,000.00/MMBtu of Contract Demand, as defined herein; |
| (iii)        | Distribution Charge @ $0.1125/MMBtu |
| (iv)         | Payments to Government Authorities, as defined herein. |

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities.
in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date
the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the
governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify
Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which
Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are
not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation
service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be
rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered.
Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that
adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall
bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General
Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made
credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s
sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which
provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract
expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use
Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use
customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries
hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or
regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment
priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages
or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be
in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to
reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and
Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation
Service, as amended from time to time.

Original Rate Schedule T-90 H Replaces Rate Schedule T-90 Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None
### DELIVERY POINTS

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<tr>
<th>ID</th>
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**DESCRIPTION:**

- SUGAR LAND, INC.
- ALVIN, INC.
- DEER PARK, INC.
- PASADENA, INC.
- HOUSTON, INC.
- HOUSTON, ENVIRONS

**Customer:**

- 34368 IINFINITE ENERGY

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### TYPE SERVICE PROVIDED

<table>
<thead>
<tr>
<th>TYPE OF SERVICE</th>
<th>SERVICE DESCRIPTION</th>
<th>OTHER TYPE DESCRIPTION</th>
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<tbody>
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### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
<thead>
<tr>
<th>CUSTOMER NO</th>
<th>CUSTOMER NAME</th>
<th>CONFIDENTIAL?</th>
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<tr>
<td>33495</td>
<td>NORTH STAR GAS</td>
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</table>
1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.  

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A shall contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;
4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company’s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions
Tnsp Terms T-90B
Continuation from Tnsp Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telemetry line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service reinstatement. Reinstatement of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practicable.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalance During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBlu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such excess volumes at the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. For these purposes, the delivered volumes shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to the Critical Period Price for cash-out purchases by Company from Shipper and 150% of the Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.5.5 If, on any day during a Critical Period Event, the Shipper delivers Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu: The first 5% of under-delivered volumes will be cashed out at a rate equal to 50% of the Critical Period Price. The amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of the Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period, or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceedred volume received by Company), Shipper will purchase said volumes from Company at a percentage of applicable cash-out price described below. To the extent Company owns natural gas volumes to Shipper (volumes received exceedred volume delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section
13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.
13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.
13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE
If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION
15.1 In the event (each an Event of Default) Shipper or its guarantor shall:
15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
15.1.3 otherwise become bankrupt or insolvent (however evidenced);
15.1.4 be unable to pay its debts as they fall due;
15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination of all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 For breach of any provision or event of default for which an express remedy or measure of damages is provided under the Agreement, applicable rate schedule or these general terms, such express remedy or measure of damages shall be the sole and exclusive remedy. A party's liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided under the Agreement, applicable rate schedule or these general terms, a party's liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided under the Agreement, applicable rate schedule or these general terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations imposed under the Agreement, applicable rate schedule or these general terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive, to the extent any damages required to be paid under the Agreement, applicable rate schedule or these general terms are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated under such agreement, applicable rate schedule or these general terms constitute a reasonable approximation of the harm or loss incurred.

16.1.3 Except as otherwise provided under the Agreement, applicable rate schedule or these general terms, shipper expressly agrees to protect, defend, indemnify, and save Company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of Company, shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the transportation service agreement, except to the extent caused by the gross negligence or willful misconduct of Company, its officers, agents and employees. Shipper shall, on Company's request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by Company in enforcing this indemnity, including all reasonable attorney's fees.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a
reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by
such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such
cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial
disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics;
landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restrains, and
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental
conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of
pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise,
not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the
discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or
lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the
discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's
obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of
force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline
Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where
natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other
facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a
Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast
Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10
MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General
Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10
MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @
$0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

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<thead>
<tr>
<th>Current Rate Component</th>
<th>Description</th>
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<tbody>
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<td>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby; (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</td>
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<tr>
<td>NET MONTHLY RATE</td>
<td>(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge @ $314.51; (ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</td>
</tr>
</tbody>
</table>
CURRENT RATE COMPONENT

RATE COMP. ID

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $1,139.51;
(ii) Administrative Charge  @ $6,250.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  @ $0.3500/MMBtu

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $1,139.51;
(ii) Administrative Charge  @ $4,000.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  @ $0.1125/MMBtu

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be calculated in MMBtu under the new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities.
in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAINMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 H Replaces Rate Schedule T-90 Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None
I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
<thead>
<tr>
<th>RRC COID:</th>
<th>6263</th>
<th>COMPANY NAME</th>
<th>CENTERPOINT ENERGY ENTEX</th>
</tr>
</thead>
<tbody>
<tr>
<td>TARIFF CODE:</td>
<td>DT</td>
<td>RRC TARIFF NO:</td>
<td>26371</td>
</tr>
<tr>
<td>DESCRIPTION:</td>
<td>Distribution Transportation</td>
<td>STATUS:</td>
<td>A</td>
</tr>
<tr>
<td>OPERATOR NO:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ORIGINAL CONTRACT DATE:</td>
<td></td>
<td>RECEIVED DATE:</td>
<td>04/30/2015</td>
</tr>
<tr>
<td>INITIAL SERVICE DATE:</td>
<td>10/01/2013</td>
<td>TERM OF CONTRACT DATE:</td>
<td></td>
</tr>
<tr>
<td>INACTIVE DATE:</td>
<td>11/09/2015</td>
<td>AMENDMENT DATE:</td>
<td></td>
</tr>
<tr>
<td>CONTRACT COMMENT:</td>
<td>None</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REASONS FOR FILING**

| NEW FILING: | N | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): | None | |
| OTHER(EXPLAIN): | Add Pipeline Safety Inspection Fee | |

**PREPARER - PERSON FILING**

| RRC NO: | 458 | ACTIVE FLAG: | N | INACTIVE DATE: | 06/22/2017 |
| FIRST NAME: | Linda | MIDDLE: | G. | LAST NAME: | Johnston |
| TITLE: | Suprv. Reg. & Litigation Supp | | | |
| ADDRESS LINE 1: | P. O. Box 2628 | | | |
| ADDRESS LINE 2: | | | | |
| CITY: | Houston | STATE: | TX | ZIP: | 77252 | ZIP4: | 2628 |
| AREA CODE: | 713 | PHONE NO: | 207-5218 | EXTENSION: | |

**CUSTOMERS**

| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT | |
|-------------|---------------|---------------|----------------| |
| 34599 | ENERGY TRANSFER COMPANY | N | |
**PIPELINE SAFETY INSPECTION FEE** Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2014 Pipeline Safety Fee is a one-time customer charge per bill of $1.05, based on $1.00 per service line. Collected from April 1, 2015 to April 30, 2015.

**AVAILABILITY**

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

**APPLICATION**

This Rate Schedule is applicable to gas transportation service, where (a) an Exhibit A has been executed after February 28, 2009 between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point; and (d) Company does not take title to or own the gas so transported.

**DEFINITIONS**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book.

**NET MONTHLY RATE**

The Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of:

1. **Monthly Service Charge** @ $200.00
2. **First 750 MMBtu** @ $1.15 per MMBtu;
3. **Over 750 MMBtu** @ $0.75 per MMBtu; plus
4. **Capacity Charge** @ $0.065 per MMBtu; plus

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract...
<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CURTAILMENT</td>
</tr>
<tr>
<td></td>
<td>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</td>
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<td>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</td>
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</table>

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<tr>
<th>GENERAL TERMS AND CONDITIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</td>
</tr>
</tbody>
</table>

**EXHIBIT A**

**SHIPPER INFORMATION**

Name of Shipper: ____________________________
Shipper's Dunn's Number: ____________________
Shipper's Physical Business Address: ____________________________
Shipper's Email Billing Address: ____________________________

**Begin Date:** ____________________________
**End Date:** ____________________________
**Term of Service:** ____________________________
**Evergreen:** Yes or No

**Period of Evergreen:** 1 Year, 2 Years, etc.

**Note:** Shipper must provide CenterPoint with written notice canceling this Exhibit A a minimum of 30 days prior to the expiration date of this Exhibit A to avoid automatic renewal through the evergreen mechanism. Rate Schedule: ____________________________

**Facility Information**

End-User Business Name: ____________________________
End-User Dunn's Number: ____________________________
End-User Physical Service (Business) Address: ____________________________
End-User Facility Contact for Operating Information and Emergency Notices Name: ____________________________
Office Telephone: ____________________________
Office Fax: ____________________________
E-Mail Address: ____________________________

**Delivery Information**

Number of Meters Receiving Transportation Service: ____________________________
Receipt Point(s): ____________________________
Delivery Point(s): ____________________________
Quantities: MDQ (in MMBtu/day) ____________________________

**Upstream Pipeline Contact for Confirmations**

Name: ____________________________
Office Telephone: ____________________________
Fax: ____________________________
E-Mail Address: ____________________________
Continuation from Tnspt Terms T-76 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-76 11. FACILITIES 11.1 For any Exhibit A effective prior to June 1, 2012: 11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company’s request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetering is required for service under these General Terms. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry. 11.1.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. 11.2 For any Exhibit A effective on or after June 1, 2012: 11.2.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company’s request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetering is required for service under these General Terms. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper will choose between analog telemetry and wireless telemetry, if suitable wireless service is available at the Receipt Point. 11.2.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. 11.2.3 Shipper or Shipper's designee shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available at the Receipt Point, take all reasonable steps to install and maintain telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $250.00 per meter read. 11.2.4 If Shipper chooses wireless telemetry, then Shipper shall pay Company $15 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule. 11.2.5 Shipper will pay Company or cause Company to be paid for telemetry equipment under one of the following payment options as chosen by the original Shipper in the initial Exhibit A: 11.2.5.1 Shipper will reimburse Company or cause Company to be reimbursed for...
12.5.2.5 Shipper shall pay Company or cause Company to pay a monthly administrative fee per meter for the entire period such meter(s) is/are served under this or any other transportation rate schedule as follows: Transportation redeliveries without pressure instrumentation $30.00 per meter per month. Transportation redeliveries with pressure instrumentation $75.00 per meter per month. 11.3.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $100.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contractual obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer. 11.4. Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer purchasing gas from Shipper at such Delivery Point. 11.4.1 Shipper or Shipper's designee shall be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at 150% of the Critical Period Price. 12.5.2.6 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas at the delivery Point different from the volumes of gas Shipper is required to deliver at the Delivery Point, then Company can purchase such over-delivered volumes of gas at the Delivery Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price. Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering system supply. 12.5.2.7 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12.5.2.7, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) specified in the Agreement or, the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. 12.5.5 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price. Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following a notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price. 12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. 12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price. Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out action shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at 10:00 AM on the day prior to the day on which the warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance. 12.6.2 Company shall not be
obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ. 12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors. 12.7 Monthly Imbalances 12.7.1 At the end of each Service Month remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of the applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.

<table>
<thead>
<tr>
<th>Underage Imbalance Level</th>
<th>The Company Pays the Shipper</th>
<th>Shipper Pays the Company the Following</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>100% From 5% to 10%</td>
<td>80% Out Price From 0% to 5%</td>
</tr>
<tr>
<td>120% From 10% to 15%</td>
<td>70%</td>
<td>130% From 15% to 20%</td>
</tr>
</tbody>
</table>
| 140% Greater than 20%    | 50%                         | 150% 12.7.2 In the event of an Underage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement. 12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index. Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively. 12.9 Effect of Reliance on Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement. 13. BILLING AND PAYMENT 13.1 Company shall invoice Shipper as near as the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. 13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date. 13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it conceives to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section. 13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate. 13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for underpayments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. 14. ASSURANCE OF PERFORMANCE IF Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company. 15. EVENT OF DEFAULT AND EARLY TERMINATION 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets: 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 have not paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies.
available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. 15.2 If an event of default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination of all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under Section 12 hereof. 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. 16. LIMITATIONS OF LIABILITY AND INDEMNITIES. 16.1 Limitations of Liability. Subject to the provisions of this Section 16, to the extent any party gives notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party, the party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. 16.2 Force Majeure. 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when suchcourse is, or is deemed to be, unavoidable or inappropriate in the event of force majeure. 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when suchcourse is, or is deemed to be, unavoidable or inappropriate in the event of force majeure. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of
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| | CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-76 1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following rate schedule(s): Rate Schedule T-76 2. DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper. 2.2 The term annual volume limitation or AVL means the maximum MMBTu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof. 2.4 The term Btu shall mean British Thermal Unit. 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s) unless otherwise specified in the Agreement or the Exhibit A. 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. 2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be, based on Company's best estimate, at least 10 Mcf per day but less than 50 Mcf per day; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others. 2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point. 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Facility. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. 2.12 The term gas or supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing Conditions as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms and Shipper by Company for execution. 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the Transportation Service Agreement which accurately reflects the Shipper's submitted request for service within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void. In all other circumstances, unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tenders Transportation Service Agreement within thirty (30) days after such has been tendered to Company, a Company for execution. 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms and Conditions as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference. 3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement. 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to
substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper. 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements; 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.6.2.2 Shipper must not be subject to pending or potential litigation or judicial proceedings in which the results of such proceedings would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria. 4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point. 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set forth in this Section. 4.3 All approved Shippers must submit an Exhibit A for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum to a Transportation Service Agreement; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal must be provided, and the name, phone number, telecopier number and e-mail address of the agent's principal must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and the agent and/or asset manager's exact name, address and telephone number must also be established. The Office of Reference Checks must ensure such persons are those on file with Company. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative may be put forth in a modified Exhibit A offered by Company to an approved Shipper. 5. SCHEDULING AND NOMINATIONS 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nominations shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied...
by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. 6. APPLICATION OF GENERAL TERMS AND CONDITIONS 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. 7. RECEIPT OF GAS FOR TRANSPORT 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. 8. WARRANTY OF TITLE 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. 10. GAS TRANSPORTED BY COMPANY 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None
### RRC CID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

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#### DESCRIPTION:
- **HOUSTON, INC.**
  - Customer 34599 ENERGY TRANSFER COMPANY
- **BARRETT'S SETTLEMENT, ENVIRONS**
  - Customer 34599 ENERGY TRANSFER COMPANY
- **KATY, INC.**
  - Customer 34599 ENERGY TRANSFER COMPANY

#### TYPE SERVICE PROVIDED

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#### TUC APPLICABILITY

#### FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):

- Rate Schedule T-90 H-20 and T-90 C-20
- Rate Schedule T-91 E and T-91 S-20
- Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean:

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the
2.14 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.15 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.16 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.17 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.18 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company other than ad valorem, capital stock, income or excess profit taxes (except as provided herein), including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.21 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
3.6.1 Shipper's creditworthiness is assessed based on the following:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
4.4.6 Upstream Pipeline Contact Information for Confirmations
4.4.7 Indexes:
4.4.7.1 Applicable Monthly Index;
4.4.7.2 Applicable Index Adder; and
4.4.7.3 Applicable Daily Index
4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline
transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92

Effective 06-18-2020

Terms & Conditions

PSIF-14

PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill $1.03, based on $1.00 per service line. Collected from April 1, 2020 to April 30, 2020.
AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for
ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a farm tap meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a city gate meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.
Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

**MEASUREMENT**

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

**GENERAL TERMS AND CONDITIONS**

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

**MEASUREMENT**

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

**11. FACILITIES**

**11.1 For all meters being served under these General Terms for Transportation Service:**

**11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company’s request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetering equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.**

**11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetering of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.**

**11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.**

**11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.**

**11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such**
12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances:
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances
12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:
(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:
(i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
(ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to
Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:
(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.  Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it conceives to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of
(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
(ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be
14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE
**RATE COMP. ID**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>16.1 Limitations of Liability</td>
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</tbody>
</table>

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 for breach of any provision or event of default for which an express remedy or measure of damages is provided under the agreement, applicable rate schedule or these general terms, such express remedy or measure of damages shall be the sole and exclusive remedy. A party’s liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided under the agreement, applicable rate schedule or these general terms, a party’s liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided under the agreement, applicable rate schedule or these general terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations imposed under the agreement, applicable rate schedule or these general terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid under the agreement, applicable rate schedule or these general terms are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated under such agreement, applicable rate schedule or these general terms constitute a reasonable approximation of the harm or loss incurred. 16.1.3 Except as otherwise provided under the agreement, applicable rate schedule or these general terms, shipper expressly agrees to protect, defend, indemnify, and save company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of company, shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the transportation service agreement, except to the extent caused by the gross negligence or willful misconduct of company, its officers, agents and employees. Shipper shall on company’s request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by company in enforcing this indemnity, including all reasonable attorney’s fees.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any transportation service agreement, except the obligation to pay monies due under such agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism; acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests; orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shut downs of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
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<th>RRC TARIFF NO:</th>
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### CURRENT RATE COMPONENT

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<td>Terms &amp; Conditions</td>
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### RATE ADJUSTMENT PROVISIONS:

None

### DELIVERY POINTS

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**DESCRIPTION:**
- Customer: HOUSTON, INC.
- Description: CIMA ENERGY

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**DESCRIPTION:**
- Customer: STAFFORD, INC.
- Description: CIMA ENERGY

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<tr>
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<td>$.0000</td>
<td>05/01/2020</td>
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**DESCRIPTION:**
- Customer: HOUSTON, ENVIRONS
- Description: CIMA ENERGY

### TYPE SERVICE PROVIDED

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<tr>
<th>TYPE OF SERVICE</th>
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<tr>
<td>H</td>
<td>Transportation</td>
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### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
<thead>
<tr>
<th>RRC COID: 6263</th>
<th>COMPANY NAME</th>
<th>CENTERPOINT ENERGY ENTEX</th>
</tr>
</thead>
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<table>
<thead>
<tr>
<th>TARIFF CODE: DT</th>
<th>RRC TARIFF NO: 26632</th>
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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**
- **ORIGINAL CONTRACT DATE:** 02/01/2014
- **RECEIVED DATE:** 04/16/2019
- **INITIAL SERVICE DATE:** 02/01/2014
- **TERM OF CONTRACT DATE:**
- **AMENDMENT DATE:** 05/01/2016
- **INACTIVE DATE:**
- **CONTRACT COMMENT:** None

**NEW FILING:** N  
**RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Effective 4/1/19: Add Pipeline Safety Inspection Fee

**PREPARER - PERSON FILING**
- **RRC NO:** 899  
- **ACTIVE FLAG:** Y  
- **INACTIVE DATE:**
- **FIRST NAME:** Alice  
- **MIDDLE:** S.  
- **LAST NAME:** Hart
- **TITLE:** Suprv. Reg. Support Services
- **ADDRESS LINE 1:** P.O. Box 2628
- **ADDRESS LINE 2:**
- **CITY:** Houston  
- **STATE:** TX  
- **ZIP:** 77252  
- **ZIP4:** 2628
- **AREA CODE:** 713  
- **PHONE NO:** 207-5322  
- **EXTENSION:**

**CUSTOMERS**

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<tbody>
<tr>
<td>24864</td>
<td>TGLO</td>
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</tbody>
</table>
T87 AVAILABILITY Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book. APPLICATION This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redealls an equivalent quantity of gas to a Delivery Point or Delivery Points, as defined in the contract contemplated hereby, on the campus of a state-owned entity that is eligible to purchase State Royalty Gas; and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book. NET MONTHLY RATE The Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of: (i) a rate per MMBtu for all gas transported to the facilities of an End-use Customer at the campus(es) during a billing period equal to the sum of: First 30,000 MMBtu @ $13,600.00 Over 30,000 MMBtu @ $0.10 per MMBtu; plus (ii) Payments to Governmental authorities, as defined in this Rate Schedule and the General Terms. EQUIVALENT QUANTITY OF NATURAL GAS The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station. PAYMENTS TO GOVERNMENTAL AUTHORITIES In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. OTHER CHARGES Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. BILLING AND PAYMENT Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq. WRITTEN SERVICE AGREEMENT Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. CURTAILMENT In the event of curtailment by Company of Company's customers, Company shall curtail deliveries over the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder until such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). MEASUREMENT The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.
<table>
<thead>
<tr>
<th>RRC COID:</th>
<th>6263</th>
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**TARIFF CODE: DT**

**TARIFF NO: 26632**

**CURRENT RATE COMPONENT**

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<tr>
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Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s) unless otherwise specified in the Agreement or the Exhibit A. 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. 2.9 The term Delivery Point shall mean (a) the campus or campuses of a state-owned entity that is eligible to purchase state royalty gas where all facilities are situated in close geographic proximity and served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of the combined campuses will be, based on Company's best estimate, a minimum of 1,000 Mcf per day; and (d) the natural gas redelivered is for ultimate consumption at such campus or campuses and not for resale or sharing with others. 2.10 The term End-use Customer shall mean state-owned facilities eligible to purchase state royalty gas and receiving gas redelivered by Company at the Delivery Point. 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signature of the Shipper and the End-use Customer(s) and (c) will be a binding service request between the Shipper and Company. 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of Company. 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement. 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtus which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer. 2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtus Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ. 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtus shall mean one million (1,000,000) Btu's. 2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on 9:00 a.m., Central Clock Time, on the first day of the next succeeding calendar month. 2.19 The terms Payments to Governmental Authorities and a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement. 2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation on the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company. 2.22 The term State Royalty Gas shall mean natural gas produced on state lands or in state waters, which represents royalties due to the State of Texas, and which the State of Texas through the Commissioner of the Texas General Land Office, has the right to take in kind. 2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days. 3. APPLICATION FOR SERVICE. 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company. 3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement which accurately reflects the Shipper's submitted request for service within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void. In all other circumstances, unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution. 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms and Conditions as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference. 3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement. 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper. 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements; 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.6.2 Shipper must meet the
following criteria in order to be deemed satisfactory for purposes of Section 3.6.3.6.2.1. Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.6.2.2. Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.6.2.3. Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

**EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT**

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Receipt Point or Delivery Point. All approved Shippers must submit an Exhibit A for each individual Exhibit A Addendum. Exhibit A adds a new Exhibit A Addendum to a Transportation Service Agreement. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in Section 4.3. All approved Shippers must submit an Exhibit A for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum to a Transportation Service Agreement; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

- **4.4.1 Identity of Shipper:** The legal name, identification (currently Dunn's) number, mailing and street address of the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established.
- **4.4.2 Gas Quantities:** 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL.
- **4.4.3 The Receipt Point(s) and Delivery Point(s);**
- **4.4.4 Term of Service:**
  - **4.4.4.1 Identity of End-use Customer:** The name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.4.2 Upstream Pipeline Contact Information for Confirmations 4.4.7.1 Indexes and Lost and Unaccounted for Gas: 4.4.7.2 Applicable Daily Index; 4.4.7.3 Applicable Alternative Daily Index; 4.4.7.4 Applicable Cash-out Index; 4.4.7.5 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper to deliver gas to Company's system for transportation. 4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services upon and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. 4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. 4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. 4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. 5. SCHEDULING AND NOMINATIONS 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow. If provided however, if a change in the nomination level is desired on a week day or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. 6. APPLICATION OF GENERAL TERMS AND CONDITIONS 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall
control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with any laws or orders. 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. 7. RECEIPT OF GAS FOR TRANSPORT 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company’s system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company’s suppliers when delivering gas to Company for sales by Company. 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. 8. WARRANTY OF TITLE 8.1 Shipper shall have title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company’s facilities. 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

### TRANSPORTATION SERVICE RATE SCHEDULE T-87

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|              | control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with any laws or orders. 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. 7. RECEIPT OF GAS FOR TRANSPORT 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company’s system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company’s suppliers when delivering gas to Company for sales by Company. 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. 8. WARRANTY OF TITLE 8.1 Shipper shall have title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company’s facilities. 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. 10. GAS TRANSPORTED BY COMPANY 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company’s meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Revised T-87 Terms & Conditions Replaces Original T-87 Effective 05-01-2016 Terms & Conditions

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12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company’s upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply. 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) to its receipt requirements from Company at Receipt Point(s) to avoid, correct or eliminate nomination or scheduling errors. 12.3 Shipper of its obligations under these General Terms or the tariffs of Company’s upstream service providers to avoid, correct or eliminate actual imbalances. 12.4 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper’s then Company will be required to purchase natural gas from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of a Deficient Flow Event (Shipper’s takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO’s) or Operational Alerts (OA’s) of pipelines serving the Company shall be deemed events which impair Company’s ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service customers. 12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company; If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Shipper shall be required to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price. 12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. 12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such under-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of under-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.6 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu: the first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance. 12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MQ. 12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors. 12.7 Monthly Imbalances 12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by
**RAILROAD COMMISSION OF TEXAS**

**GAS SERVICES DIVISION**

**GSD - 2 TARIFF REPORT**

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12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Undersale, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement. 12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively. 12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by errors, omissions, inaccuracies in data, or subsequently discovered incorrect data in the books, records, and telephone recordings of the other party shall be presumed at face value, unless such invoices or billings are objected to in writing, with adequate explanation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. 13. BILLING AND PAYMENT 13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. 13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date. 13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section. 13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate. 13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. 14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company. 15. EVENT OF DEFAULT AND EARLY TERMINATION 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under Section 12 hereof, 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date
shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE. OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer than a reasonable approximation of the harm or loss incurred. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by according to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Revised T-87 Terms & Conditions Replaces Original T-87 Effective 05-01-2016 Terms & Conditions

Rate Adjustment Provisions:

None
## Delivery Points

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**Description:** HOUSTON, INC.

Customer 24864 TGLO

## Type of Service Provided

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## Facts Supporting Section 104.003(b) Applicability

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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<tr>
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**REASONS FOR FILING**

NEW FILING: N  
RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): Effective 7/11/19: Replacing RS T90 with T90C and Terms and Conditions T90 A & B

OTHER(EXPLAIN): None

**PREPARER - PERSON FILING**

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<tr>
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<td>Alice</td>
<td>MIDDLE:</td>
<td>S.</td>
<td>LAST NAME:</td>
<td>Hart</td>
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**CUSTOMERS**

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1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):   Rate Schedule T-90 H and T-90 C  Rate Schedule T-91 E and T-91 S  Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S  2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;
4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.
11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than the Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
<table>
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<tr>
<th>RRC COID:</th>
<th>6263</th>
<th>COMPANY NAME</th>
<th>CENTERPOINT ENERGY ENTEX</th>
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<th>TARIFF CODE:</th>
<th>DT</th>
<th>RRC TARIFF NO:</th>
<th>27108</th>
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**CURRENT RATE COMPONENT**

**DESCRIPTION**

billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

**14. SSURANCE OF PERFORMANCE**

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the...
16.1 Limitations of Liability

16.1.2 For breach of any provision or event of default for which an express remedy or measure of damages is provided under the agreement, applicable rate schedule or these general terms, such express remedy or measure of damages shall be the sole and exclusive remedy. A party's liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided under the agreement, applicable rate schedule or these general terms, a party's liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided under the agreement, applicable rate schedule or these general terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations imposed under the agreement, applicable rate schedule or these general terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid under the agreement, applicable rate schedule or these general terms are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated under such agreement, applicable rate schedule or these general terms constitute a reasonable approximation of the harm or loss incurred.

16.1.3 Except as otherwise provided under the agreement, applicable rate schedule or these general terms, shipper expressly agrees to protect, defend, indemnify, and save company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of company, shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the transportation service agreement, except to the extent caused by the gross negligence or willful misconduct of company, its officers, agents and employees. Shipper shall on company's request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by company in enforcing this indemnity, including all reasonable attorney's fees.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any transportation service agreement, except the obligation to pay monies due under such agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

terms & Conditions

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 C

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
CURRENT RATE COMPONENT

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<tr>
<th>RATE COMP. ID</th>
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<td>all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</td>
<td></td>
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<tr>
<td>(i) Customer Charge @ $1.16758;</td>
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<tr>
<td>(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;</td>
<td></td>
</tr>
<tr>
<td>(iii) Distribution Charge @ $0.3500/MMBtu</td>
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<tr>
<td>(iv) Payments to Government Authorities, as defined herein.</td>
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NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

| (i) Customer Charge @ $1.16758; |
| (ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein; |
| (iii) Distribution Charge @ $0.1125/MMBtu |
| (iv) Payments to Government Authorities, as defined herein. |

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be calculated in MMBtu in the amount of new level of natural gas usage; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by the Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C Replaces Rate Schedule T-90 Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

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FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
### RRC CID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

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<th>TARIFF CODE: DT</th>
<th>RRC TARIFF NO: 27240</th>
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**OPERATOR NO:**

- ORIGINAL CONTRACT DATE: 
- RECEIVED DATE: 02/20/2020
- INITIAL SERVICE DATE: 10/01/2014
- TERM OF CONTRACT DATE: 
- INACTIVE DATE: 
- AMENDMENT DATE: 07/11/2019

**CONTRACT COMMENT:** None

### REASONS FOR FILING

- NEW FILING: N
- RRC DOCKET NO:
- CITY ORDINANCE NO: None
- AMENDMENT(Explain): Effective 1/1/20: Add Delivery Point: Beeville Env to this tariff
- OTHER(Explain):

### PREPARER - PERSON FILING

- RRC NO: 899
- ACTIVE FLAG: Y
- INACTIVE DATE:

  **FIRST NAME:** Alice  **MIDDLE:** S.  **LAST NAME:** Hart

  **TITLE:** Suprv. Reg. Support Services

  **ADDRESS LINE 1:** P.O. Box 2628

  **ADDRESS LINE 2:**

  **CITY:** Houston  **STATE:** TX  **ZIP:** 77252  **ZIP4:** 2628

  **AREA CODE:** 713  **PHONE NO:** 207-5322  **EXTENSION:**

### CUSTOMERS

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1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean
   (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
   (b) where Company has adequate capacity;
   (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A
   (a) will contain specified information as described in Section 4 herein;
   b) will require signed acknowledgement of the Shipper and the End-use Customer; and
   (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBus of natural gas which Shipper takes at the Delivery Point and the MMBus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for

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<td>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</td>
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customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected re deliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overall Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Underage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company’s estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month’s billing or as soon thereafter as actual delivery information is available.
13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHERWISE BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY, INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

APPLICATION
This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS
For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE
(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $327.20;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,152.20;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu  (iv) Payments to Government Authorities, as defined herein.
CURRENT RATE COMPONENT

RATE COMP. ID

DESCRIPTION

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,152.20;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery, then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES
Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 S Replaces Rate Schedule T-91 Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

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- LAREDO, INC.
- VICTORIA, INC.
- EL CAMPO, INC.
- ALICE, INC.
- BEEVILLE, INC.
- PORT LAVACA, INC.
- KARNES CITY, INC.
- KARNES CITY, ENVIRONS
- BEEVILLE, ENVIRONS
- KINGSVILLE, INC.

**Customer:**
- 33145

**RRC COID:** 6263
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

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**RRC TARIFF NO:** 27240
**TARIFF CODE:** DT

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**CURRENT CHARGE:**
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**EFFECTIVE DATE:**
- 07/11/2019

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**CONFIDENTIAL:**
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**UNIT:**
- MMBtu

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**DESCRIPTION:**
- CENTERPOINT ENERGY ENTEX RRC COID:
- 27240 TARIFF CODE:
- DT

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**CURRENT CHARGE:**
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**EFFECTIVE DATE:**
- 07/11/2019

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**UNIT:**
- MMBtu

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**DESCRIPTION:**
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- 27240 TARIFF CODE:
- DT

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**CURRENT CHARGE:**
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**EFFECTIVE DATE:**
- 07/11/2019

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**CONFIDENTIAL:**
- N

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**UNIT:**
- MMBtu

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**DESCRIPTION:**
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- 27240 TARIFF CODE:
- DT

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**CURRENT CHARGE:**
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**EFFECTIVE DATE:**
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- MMBtu

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- 27240 TARIFF CODE:
- DT

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**CURRENT CHARGE:**
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**EFFECTIVE DATE:**
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**UNIT:**
- MMBtu

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- 27240 TARIFF CODE:
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- 07/11/2019

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**CONFIDENTIAL:**
- N

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**UNIT:**
- MMBtu

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- 27240 TARIFF CODE:
- DT

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**CURRENT CHARGE:**
- $0.0000

---

**EFFECTIVE DATE:**
- 07/11/2019

---

**CONFIDENTIAL:**
- N

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**UNIT:**
- MMBtu

---

**DESCRIPTION:**
- CENTERPOINT ENERGY ENTEX RRC COID:
- 27240 TARIFF CODE:
- DT

---

**CURRENT CHARGE:**
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**EFFECTIVE DATE:**
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**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**
**GAS SERVICES DIVISION**
**GSD - 2 TARIFF REPORT**

**RRC COID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**
- **ORIGINAL CONTRACT DATE:**  
- **RECEIVED DATE:** 09/06/2019  
- **INITIAL SERVICE DATE:** 04/01/2015  
- **TERM OF CONTRACT DATE:**  
- **INACTIVE DATE:**  
- **AMENDMENT DATE:** 07/11/2019

**CONTRACT COMMENT:** None

| AMENDMENT(EXPLAIN): Effective 7/11/19: Removed several cities. Replacing RS T91 with T 91E and Terms and Conditions T 91 A&B |
| AMENDMENT DATE: |
| RECEIVED DATE: 09/06/2019 |
| ORIGINAL CONTRACT DATE: |
| INITIAL SERVICE DATE: 04/01/2015 |
| TERM OF CONTRACT DATE: |
| INACTIVE DATE: |
| AMENDMENT DATE: 07/11/2019 |

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**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN): None**

**OTHER(EXPLAIN): None**

**PREPARER - PERSON FILING**

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**CUSTOMERS**

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11. FACILITIES

11.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Company shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetering equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then re-establish service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per re-institution of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity...
of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the
2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for underpayments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. Assurance of Performance. If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. Event of Default and Early Termination

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 File a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 Otherwise become bankrupt or insolvent (however evidenced);

15.1.4 Be unable to pay its debts as they fall due;

15.1.5 Have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
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<td>fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</td>
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<td>fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</td>
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<td>not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</td>
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<tr>
<td>15.1.9</td>
<td>consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</td>
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15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. |

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. |

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. |

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE |

16.1 Limitations of Liability |

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. |

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT; OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDENIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY.
16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019 Terms & Conditions

PSIF-13 PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-91 E CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.
NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS
Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean:

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive...
or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be
construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

None
### DELIVERY POINTS

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**DESCRIPTION:**
- BEAUMONT, INC.
- CLEVELAND, ENVIRONS
- NACOGDOCHES, INC.
- HUNTSVILLE, ENVIRONS
- LONGVIEW, ENVIRONS
- BEAUMONT, ENVIRONS

**CUSTOMER:**
- Customer 33145 CIMA ENERGY

### TYPE SERVICE PROVIDED

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### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:
### CURRENT RATE COMPONENT

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<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<td>(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;</td>
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<td>(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.</td>
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<td>(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.</td>
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### ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

### EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

### PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

### OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

### BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.
Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

**MEASUREMENT**

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

**GENERAL TERMS AND CONDITIONS**

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

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**Tnspt Terms T-90A**

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<th>DESCRIPTION</th>
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<td>NATURAL GAS ACT</td>
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Original Rate Schedule T-90 C

Replaces Rate Schedule T-90

Effective 07-11-19

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company’s applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company’s residential and commercial customers in the same jurisdiction as the Shipper’s End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately
contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper’s most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS
5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to
gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall
be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such
weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper
may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company
shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the
arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the
Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the
month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the
Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline
transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company
as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict
with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute
or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be
construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General
Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by
Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement
at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's
system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that
does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by
Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point
necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional
facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause
Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be
delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions,
debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify
Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out
of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that
Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales
customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working
pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point
may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality
specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent
operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas
11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas.Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
   (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
   (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including.
12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.
12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.  

Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoice quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's
15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 File a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 Otherwise become bankrupt or insolvent (however evidenced);

15.1.4 Be unable to pay its debts as they fall due;

15.1.5 Have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 Fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 Fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 Not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 Consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HERELUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S
**16.1.3** EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

**16.2** Force Majeure

**15.2.1** Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

**15.2.2** Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

**15.2.3** Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

**RATE ADJUSTMENT PROVISIONS:**

None
### DELIVERY POINTS

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### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
### RRC COID: 6263
#### COMPANY NAME: CENTERPOINT ENERGY ENTEX

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#### OPERATOR NO:
- ORIGINAL CONTRACT DATE: 04/01/2016
- RECEIVED DATE: 09/06/2019
- INITIAL SERVICE DATE: 04/01/2016
- TERM OF CONTRACT DATE: 07/11/2019
- INACTIVE DATE: 
- AMENDMENT DATE: 
- CONTRACT COMMENT: None

#### REASONS FOR FILING
- NEW FILING: N
- RRC DOCKET NO:
- CITY ORDINANCE NO:
- AMENDMENT(EXPLAIN): Effective 7/11/19: Removed several cities. Replacing RS T91 with T 91E and Terms and Conditions T 91 A&B
- OTHER(EXPLAIN): None

#### PREPARER - PERSON FILING
- RRC NO: 899
- ACTIVE FLAG: Y
- INACTIVE DATE:
- FIRST NAME: Alice
- MIDDLE: S.
- LAST NAME: Hart
- TITLE: Suprv. Reg. Support Services
- ADDRESS LINE 1: P.O. Box 2628
- ADDRESS LINE 2:
  - CITY: Houston
  - STATE: TX
  - ZIP: 77252
  - ZIP4: 2628
- AREA CODE: 713
- PHONE NO: 207-5322
- EXTENSION:

#### CUSTOMERS
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11. FACILITIES

11.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.1 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.4 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity...
of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the
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2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for underpayments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper’s use by law, order, rule or regulation (Law), damage to Company’s pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY’S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY’S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY,
16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper’s obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-91 E

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
BEAUMONT/EAST TEXAS DIVISION
RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.
NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS
Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time. Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;

(b) where Company has adequate capacity;

(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and

(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;

(b) will require signed acknowledgement of the Shipper and the End-use Customer; and

(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive
2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be
construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company’s request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:
None
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<td>07/11/2019</td>
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### DELIVERY POINTS

**DESCRIPTION:**
- MT. PLEASANT
  - **Customer:** 36622  OKLAHOMA ENERGY SOURCE

**DESCRIPTION:**
- LONE STAR
  - **Customer:** 36622  OKLAHOMA ENERGY SOURCE

### TYPE SERVICE PROVIDED

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### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
<thead>
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<th>CUSTOMER NO</th>
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<td>33146</td>
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11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events
<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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| 12.5.1 | If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances:

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFOs) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, and such imbalance is determined by the Company to exceed 5% of the daily deliveries for the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances
12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company’s estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presuming final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount, and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper’s use by law, order, rule or regulation (Law), damage to Company’s pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY’S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY’S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE
AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PSIF-13 PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 H CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).
The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 H Replaces Rate Schedule T-90 Effective 07-11-19

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S. 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
### 3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
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### TUC Applicability

#### Facts Supporting Section 104.003(b) Applicability

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**

**GAS SERVICES DIVISION**

**GSD - 2 TARIFF REPORT**

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### RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

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**AMENDMENT (EXPLAIN):** None

**OTHER (EXPLAIN):** None

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### REASONS FOR FILING

**NEW FILING:** N  **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT (EXPLAIN):** Effective 7/11/19: Replacing RS T91 with T 91E and Terms and Conditions T 91 A&

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### PREPARER - PERSON FILING

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**TITLE:** Suprv. Reg. Support Services

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

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2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for
customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set forth in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

(a) a request to initiate transportation service at a specified Delivery Point;
(b) a request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
(c) a request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
(d) a request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

(a) The MDQ;
(b) The Initial Contract Demand (CD), as defined in the applicable Rate Schedule;
(c) The Receipt Point(s) and Delivery Point(s);
(d) Term of Service.

4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline.

For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas delivered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetry equipment is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem
necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (delivers exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO’s) or Operational Alerts (OA’s) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%  1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company’s invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</td>
<td></td>
</tr>
</tbody>
</table>

| 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. |

| 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE |
| 16.1 Limitations of Liability |

| 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HERUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY, INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. |

| 16.2 Force Majeure |

| 15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. |

| 15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and }
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
BEAUMONT/EAST TEXAS DIVISION
RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.60/MMBtu Next 750 MMBtu @ $0.40/MMBtu Over 1,500 MMBtu @ $0.20/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.50/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.15/MMBtu
(iv) Payments to Government Authorities, as defined herein.
The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.
OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None
### Delivery Points

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<td>07/11/2019</td>
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**Description:**
- MT. PLEASANT
- MT. PLEASANT, INC.

**Customer:**
- 36622  OKLAHOMA ENERGY SOURCE

### Type of Service Provided

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### TUC Applicability

#### Facts Supporting Section 104.003(b) Applicability

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
### RRC COID: 6263
#### COMPANY NAME: CENTERPOINT ENERGY ENTEX

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<td>Effective 7/11/19: Replacing RS T90 with T 90C and Terms and Conditions T 90 A &amp; B</td>
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1. These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
### 2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

### 2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

### 2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

### 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

### 2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

### 3. APPLICATION FOR SERVICE

#### 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

#### 3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

#### 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

#### 3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

#### 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

#### 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

#### 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

##### 3.6.1.1 A copy of Shipper's most recent audited financial statements;

##### 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

##### 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

#### 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

##### 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
### Rate Comp. ID: 6263

**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

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<th>Tariff Code: DT</th>
<th>RRC Tariff No: 31221</th>
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#### Current Rate Component

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<td>7. RECEIPT OF GAS FOR TRANSPORT</td>
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7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANT OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

**First Revised Terms & Conditions** Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Tnspt Terms T-90B

**Terms & Conditions**

**GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION**

**SERVICE RATE SCHEDULES T-90, T-91 & T-92**

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
   (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
   (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

   (i) impair Company's ability to maintain the operational integrity of its distribution system, or
   (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

   (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected re-deliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the presented deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. 

Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lighting, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.
**CURRENT RATE COMPONENT**

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<td>all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</td>
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<td>(i) Customer Charge @ $1,167.58;</td>
</tr>
<tr>
<td></td>
<td>(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;</td>
</tr>
<tr>
<td></td>
<td>(iii) Distribution Charge @ $0.1125/MMBtu</td>
</tr>
<tr>
<td></td>
<td>(iv) Payments to Government Authorities, as defined herein.</td>
</tr>
</tbody>
</table>

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD will be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by the Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys` fees, which Company may incur as a result of Shipper`s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company`s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months` billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company`s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company`s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company`s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C Replaces Rate Schedule T-90 Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None
RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT  RRC TARIFF NO: 31221

DEMAND POINTS

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DESCRIPTION: HIGHLANDS, ENVIRONS

Customer 34368  INFINITE ENERGY

TYPE SERVICE PROVIDED

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<th>SERVICE DESCRIPTION</th>
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<td>Transportation</td>
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FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
<thead>
<tr>
<th>RRC COID:</th>
<th>6263</th>
<th>COMPANY NAME</th>
<th>CENTERPOINT ENERGY ENTEX</th>
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**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD - 2 TARIFF REPORT**

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<tr>
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<th>Distribution Transportation</th>
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**OPERATOR NO:**

- **ORIGINAL CONTRACT DATE:**
- **INITIAL SERVICE DATE:** 09/01/2018
- **INACTIVE DATE:**
- **RECEIVED DATE:** 09/05/2019
- **TERM OF CONTRACT DATE:**
- **AMENDMENT DATE:** 07/11/2019

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

- **NEW FILING:** N
- **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** Effective 7/11/19: Replacing RS T90 with T 90C and Terms and Conditions T 90 A & B

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

- **RRC NO:** 899
- **ACTIVE FLAG:** Y
- **INACTIVE DATE:**
- **FIRST NAME:** Alice
- **MIDDLE:** S.
- **LAST NAME:** Hart
- **TITLE:** Suprv. Reg. Support Services
- **ADDRESS LINE 1:** P.O. Box 2628
- **CITY:** Houston
- **STATE:** TX
- **ZIP:** 77252
- **ZIP4:** 2628
- **AREA CODE:** 713
- **PHONE NO:** 207-5322
- **EXTENSION:**

**CUSTOMERS**

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Page 679 of 1633
1. These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C, Rate Schedule T-91 E and T-91 S, Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. Definitions

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company’s applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
### APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement.

An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court’s jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;
4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company’s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnsp Terms T-90B

Continuation from Tnsp Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearance of the delinquency. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.4 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearance of the delinquency. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 100% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (delivered exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:
(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions
PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
### CURRENT RATE COMPONENT

<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<tbody>
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<td>all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</td>
<td></td>
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<tr>
<td>(i) Customer Charge @ $1,167.58;</td>
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<tr>
<td>(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;</td>
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</tr>
<tr>
<td>(iii) Distribution Charge @ $0.3500/MMBtu</td>
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<tr>
<td>(iv) Payments to Government Authorities, as defined herein.</td>
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</table>

**NET MONTHLY RATE (cont'd)**

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

| (i) Customer Charge @ $1,167.58; |
| (ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein; |
| (iii) Distribution Charge @ $0.1125/MMBtu |
| (iv) Payments to Government Authorities, as defined herein. |

### CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery that have gas consumption measured in Mcf; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMbttu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

### ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

### EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by the Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

### PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value...
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C Replaces Rate Schedule T-90 Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None
### Delivery Points

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<th>DESCRIPTION</th>
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<th>UNIT</th>
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<td>77977</td>
<td>KATY, ENVIRONS</td>
<td>D</td>
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- **Customer**: 24864 TGLO

### Type Service Provided

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<th>TYPE OF SERVICE</th>
<th>SERVICE DESCRIPTION</th>
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<td>H</td>
<td>Transportation</td>
<td></td>
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</tbody>
</table>

### FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD - 2 TARIFF REPORT**

**RRC COID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

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**ORIGINAL CONTRACT DATE:** 10/01/2018  
**RECEIVED DATE:** 09/09/2019  
**INITIAL SERVICE DATE:** 10/01/2018  
**TERM OF CONTRACT DATE:**  
**AMENDMENT DATE:** 07/11/2019

**REASONS FOR FILING**

**NEW FILING:** N  
**RRC DOCKET NO.:**

**CITY ORDINANCE NO.:**

**AMENDMENT (EXPLAIN):** Effective 7/11/19: Replacing RS T91 with T 91E and Terms and Conditions T 91 A&B  
**OTHER (EXPLAIN):** None

**PREPARER - PERSON FILING**

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**AREA CODE:** 713  
**PHONE NO.:** 207-5322  
**EXTENSION:**

**CUSTOMERS**

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1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for
customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; 
(b) a standby irrevocable letter of credit acceptable to Company; or 
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point; 
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement; 
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or 
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ; 
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule 
4.4.3 The Receipt Point(s) and Delivery Point(s); 
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline.

For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Tspt Terms T-91B

Continuation from Tspt Terms T-92 A.

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company’s request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetering equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting re-instatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then re-instate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to re-instate service at the Delivery Point. In no case shall such charge be less than $250.00 per re-instatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company’s upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper’s encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers’ deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company’s ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company’s cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper’s deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper’s takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO’s) or Operational Alerts (OA’s) of pipelines serving the Company shall be deemed events which impair the Company’s ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company’s cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company’s notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company’s option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company’s invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it conceives to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper’s provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper’s obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity’s credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY, INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental
conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of
pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise,
not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the
discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or
lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the
discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's
obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of
force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline
Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30,
2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
BEAUMONT/EAST TEXAS DIVISION
RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where
natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other
facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a
Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or
South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10
MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General
Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10
MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @
$0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50
MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.
### Contract Demand

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

### Annual Rate Adjustment

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

### Equivalent Quantity of Natural Gas

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

### Payments to Governmental Authorities

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-user customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-user customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.
OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

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DESCRIPTION: BEAUMONT, INC.

Customer 24864 TGLO
### RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

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#### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**
**GAS SERVICES DIVISION**
**GSD - 2 TARIFF REPORT**

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<tr>
<td>TARIFF CODE: DT</td>
<td>RRC TARIFF NO: 31785</td>
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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**
- ORIGINAL CONTRACT DATE:  
- INITIAL SERVICE DATE: 10/01/2018  
- RECEIVED DATE: 05/29/2020  
- TERM OF CONTRACT DATE:  
- INACTIVE DATE:  
- AMENDMENT DATE: 07/11/2019

**CONTRACT COMMENT:** None

**REASONS FOR FILING**
- NEW FILING: N  
- RRC DOCKET NO:  
- CITY ORDINANCE NO: None  
- AMENDMENT (EXPLAIN): None  
- OTHER (EXPLAIN): CHANGING THE CUSTOMER NAME FROM CES TO CENTERPOINT ENERGY SERVICES

**PREPARER - PERSON FILING**
- RRC NO: 1182  
- FIRST NAME: Pandy  
- TITLE: Reg. Data Specialist  
- ADDRESS LINE 1: P.O. Box 2628  
- CITY: Houston  
- AREA CODE: 713  
- PHONE NO: 207-5571

**CUSTOMERS**

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SERVICE under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where:

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the combined actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 2,750 MMBtu per day,
(e) End-use Customer has direct access to natural gas service from other pipelines, and
(f) Company does not take title to or own the gas so transported.

NET MONTHLY RATE

Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule Rider for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of:

(i) Distribution Charge @ $0.1000/MMBtu
(ii) Payments to Government Authorities, as defined in Rate Schedule T-91.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule Rider is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 Rider 3
Replaces Revised Rate Schedule T-65
Effective 10-01-18
Rider 4 and Rider 5

Tnspt Terms T-91A

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.
2.6 The term 'Company's applicable weighted average cost of gas' shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year
which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an
Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.
9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.
12. GENERAL INTENT

These balancing provisions are in recognition of the fact that the Company's upstream gas supply, transportation, storage, and no-notice service capacity is reserved for the exclusive use by the Company for transactions related to its system supply for sales customers.

12.2. Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3. Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct, or eliminate actual imbalances.

12.4. Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1. If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of their distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2. Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3. The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4. If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5. If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6. Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from the Company shall be required.
12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. 

Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 If Company, in its sole discretion, upon ten (10) days written notice to Shipper, changes the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the
occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS.
<table>
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<td>RRC TARIFF NO: 31785</td>
</tr>
<tr>
<td>CURRENT RATE COMPONENT</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>RATE COMP. ID</td>
<td>SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT. EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</td>
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availability

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

Application

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby;
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

Definitions

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

Net Monthly Rate

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu
    Next 750 MMBtu @ $0.4000/MMBtu
    Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

Net Monthly Rate (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

Contract Demand

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall...
be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; e. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT
Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

Curtailment

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

Measurement

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

General Terms and Conditions

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Rate Adjustment Provisions:

None

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Customer 34371 CENTERPOINT ENERGY SERVICES

Customer 34371 CENTERPOINT ENERGY SERVICES

Customer 34371 CENTERPOINT ENERGY SERVICES

Customer 34371 CENTERPOINT ENERGY SERVICES

Customer 34371 CENTERPOINT ENERGY SERVICES

**CONFIDENTIAL**
### FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RRC COID:** 6263  **COMPANY NAME:** CENTERPOINT ENERGY ENTEX

<table>
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<th>TARIFF CODE:</th>
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**DESCRIPTION:** Distribution Transportation  **STATUS:** A

**OPERATOR NO:**

- **ORIGINAL CONTRACT DATE:**
- **RECEIVED DATE:** 09/09/2019
- **INITIAL SERVICE DATE:** 10/01/2018
- **TERM OF CONTRACT DATE:**
- **AMENDMENT DATE:** 07/11/2019
- **INACTIVE DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

- **NEW FILING:** N  **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

- **AMENDMENT(EXPLAIN):** Effective 7/11/19: Replacing RS T91 with T 91E and Terms and Conditions T 91 A&B
- **OTHER(EXPLAIN):** Effective 4/1/19: Add Pipeline Safety Inspection Fee

**PREPARER - PERSON FILING**

- **RRC NO:** 899  **ACTIVE FLAG:** Y  **INACTIVE DATE:**
- **FIRST NAME:** Alice  **MIDDLE:** S.  **LAST NAME:** Hart
- **TITLE:** Suprv. Reg. Support Services
- **ADDRESS LINE 1:** P.O. Box 2628
- **ADDRESS LINE 2:**
- **CITY:** Houston  **STATE:** TX  **ZIP:** 77252  **ZIP4:** 2628
- **AREA CODE:** 713  **PHONE NO:** 207-5322  **EXTENSION:**

**CUSTOMERS**

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1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for...
customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem...
necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstitution of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company’s invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSUARANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAIN AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY, (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
BEAUMONT/EAST TEXAS DIVISION
RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6,500.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1300/MMBtu
(iv) Payments to Government Authorities, as defined herein.
(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $1,140.45;
(ii) Administrative Charge  @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  @ $0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month`s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company`s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys` fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.
OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

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DESCRIPTION: EDGECWOOD, ENVIRONS

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Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RRC COID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**ORIGINAL CONTRACT DATE:**  
**RECEIVED DATE:** 09/09/2019  
**INITIAL SERVICE DATE:** 10/01/2018  
**TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**  
**AMENDMENT DATE:** 07/11/2019

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N  
**RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT (EXPLAIN):** Effective 7/11/19: Replacing RS T91 with T 91E and Terms and Conditions T 91 A&B  
**OTHER (EXPLAIN):** None

**PREPARER - PERSON FILING**

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**CUSTOMERS**

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AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.60/MMBtu Next 750 MMBtu @ $0.40/MMBtu Over 1,500 MMBtu @ $0.20/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.50/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.15/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $5.50/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.10/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for
the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.
NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Tnspt Terms T-91A

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C, Rate Schedule T-91 E and T-91 S, Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
2.9 The term Delivery Point shall mean
(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A
(a) will contain specified information as described in Section 4 herein;
b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such
has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the
opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely
5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior
to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations
shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such
weekend or holiday. Nominations shall be submitted via Company's internet based nomination system. Company and the Shipper
may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company
shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline.
For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed
deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and
confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall
confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline
transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company
as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict
with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute
or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be
construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General
Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by
Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement
at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's
system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that
does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by
Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point
necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional
facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause
Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be
delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions,
debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify
Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out
of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that
Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales
customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY
10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-91 CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-91

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $300.00;
(ii) Administrative Charge @ $14.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.60/MMBtu Next 750 MMBtu @ $0.40/MMBtu Over 1,500 MMBtu @ $0.20/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,125.00;
(ii) Administrative Charge @ $6.50/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.15/MMBtu
(iv) Payments to Government Authorities, as defined herein.
(C) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1.1250/MMBtu;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein; NET MONTHLY RATE
(iii) Distribution Charge @ $0.1000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date
the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the 
governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify 
Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which 
Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are 
not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation 
service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be 
rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. 
Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that 
adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall 
bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General 
Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made 
credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's 
sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which 
provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract 
expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use 
Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use 
customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries 
hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or 
regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment 
priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages 
or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be 
in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to 
reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and 
Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation 
Service, as amended from time to time.

Original Rate Schedule T-91
Replaces Revised Rate Schedule T-65:
Effective 10-01-18
Revised Rate Schedule T-75; &
Revised Rate Schedule T-85

Tnspt Terms T-91B

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES
**CURRENT RATE COMPONENT**

**RCC OID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT  
**RRC TARIFF NO:** 31787

<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>11.1 For all meters being served under these General Terms for Transportation Service:</td>
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<tr>
<td>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</td>
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<tr>
<td>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</td>
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<tr>
<td>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</td>
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<td>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</td>
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<tr>
<td>11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.</td>
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<tr>
<td>12. BALANCING</td>
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<tr>
<td>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</td>
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<tr>
<td>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</td>
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<tr>
<td>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</td>
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<td>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events</td>
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<tr>
<td>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:</td>
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<td>(i) an Excess Flow Event (Shipper's deliveries exceed takes); or</td>
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<tr>
<td>(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the</td>
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</table>
12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable...
<table>
<thead>
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<th>DESCRIPTION</th>
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<tr>
<td>Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.</td>
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12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated byShipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it conceives to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination of all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due to Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY...
15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism; acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

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TYPE SERVICE PROVIDED

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FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
## RRC COID: 6263

** COMPANY NAME ** CENTERPOINT ENERGY ENTEX

---

** TARIFF CODE: ** DT  
** RRC TARIFF NO: ** 31788

### DESCRIPTION:
Distribution Transportation  
** STATUS: ** A

### OPERATOR NO:

- ** ORIGINAL CONTRACT DATE: **
- ** RECEIVED DATE: ** 09/20/2019
- ** INITIAL SERVICE DATE: ** 10/01/2018
- ** TERM OF CONTRACT DATE: **
- ** INACTIVE DATE: **
- ** AMENDMENT DATE: ** 07/11/2019
- ** CONTRACT COMMENT: ** None

### REASONS FOR FILING:

- ** NEW FILING: ** N  
- ** RRC DOCKET NO: **
- ** CITY ORDINANCE NO: ** None
- ** AMENDMENT(EXPLAIN): ** Effective 8/1/19: Remove San Marcos Inc and Weimar Inc from this tariff. Add Delivery Point - Victoria Inc to this tariff.

### PREPARER - PERSON FILING:

- ** RRC NO: ** 899  
- ** ACTIVE FLAG: ** Y  
- ** INACTIVE DATE: **
- ** FIRST NAME: ** Alice  
- ** MIDDLE: ** S.  
- ** LAST NAME: ** Hart
- ** TITLE: ** Suprv. Reg. Support Services
- ** ADDRESS LINE 1: ** P.O. Box 2628
- ** CITY: ** Houston  
- ** STATE: ** TX  
- ** ZIP: ** 77252  
- ** ZIP4: ** 2628
- ** AREA CODE: ** 713
- ** PHONE NO: ** 207-5322
- ** EXTENSION: **

### CUSTOMERS

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1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for
customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMbtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline.

For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem
necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it conceives to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY, INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CURRENT RATE COMPONENT

**RATE COMP. ID** | **DESCRIPTION**
--- | ---
PSIF-13 | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-91 S

**AVAILABILITY**

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

**APPLICATION**

This Rate Schedule is applicable to gas transportation service, where:

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;

(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;

(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,

(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and

(e) Company does not take title to or own the gas so transported.

**DEFINITIONS**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

**NET MONTHLY RATE**

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $327.20;

(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;

(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,152.20;

(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;

(iii) Distribution Charge @ $0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.
### RATE COMPONENT DESCRIPTION

#### NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $1,152.20;
(ii) Administrative Charge  @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  @ $0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

#### CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 if there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

#### ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

#### EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas consumed equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

#### PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

#### OTHER CHARGES
Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**Curtailment**

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

**Measurement**

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time.

**General Terms and Conditions**

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

<table>
<thead>
<tr>
<th>ID</th>
<th>TYPE</th>
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<td>$.0000</td>
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**CURRENT CHARGES**

- **VICTORIA, INC.**

**Type of Service**

- **H** Transportation
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<tr>
<th>RRC COID: 6263</th>
<th>COMPANY NAME</th>
<th>CENTERPOINT ENERGY ENTEX</th>
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<tbody>
<tr>
<td>TARIFF CODE:  DT</td>
<td>RRC TARIFF NO: 31788</td>
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</tbody>
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**TUC APPLICABILITY**

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
### RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

<table>
<thead>
<tr>
<th>TARIFF CODE: DT</th>
<th>RRC TARIFF NO: 31789</th>
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</table>

**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

#### OPERATOR NO:

- **ORIGINAL CONTRACT DATE:** 10/01/2018  
- **INITIAL SERVICE DATE:** 10/01/2018  
- **RECEIVED DATE:** 09/09/2019  
- **TERM OF CONTRACT DATE:**  
- **AMENDMENT DATE:** 07/11/2019  
- **INACTIVE DATE:**  

**CONTRACT COMMENT:** None

#### REASONS FOR FILING:

- **NEW FILING:** N  
- **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

#### AMENDMENT (EXPLAIN):

- Effective 7/11/19: Remove several cities. Replacing RS T91 with T 91S and Terms and Conditions T 91 A&B
- Effective 4/1/19: Add Pipeline Safety Inspection Fee

#### PREPARER - PERSON FILING

- **RRC NO:** 899  
- **ACTIVE FLAG:** Y  
- **INACTIVE DATE:**

**FIRST NAME:** Alice  
**MIDDLE:** S.  
**LAST NAME:** Hart  
**TITLE:** Suprv. Reg. Support Services

- **ADDRESS LINE 1:** P.O. Box 2628
- **ADDRESS LINE 2:**

**CITY:** Houston  
**STATE:** TX  
**ZIP:** 77252  
**ZIP4:** 2628

**AREA CODE:** 713  
**PHONE NO:** 207-5322  
**EXTENSION:**

#### CUSTOMERS

<table>
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<tr>
<th>CUSTOMER NO</th>
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<td>31483</td>
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11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events 12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity...
of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the
Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to
10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an
Underegate, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable
Daily Index or Applicable Daily Index effective in the Agreement. Any such change will be applied to imbalances
respectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ
materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash
Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation
during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be
adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment
Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following
that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be
correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the
disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount
disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to
enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the
date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall
Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit
and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent
reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices
and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be
deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two
(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment
within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of
any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the
occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand
Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s)
or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support
Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable
standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good
and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for
the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any
bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or
substantially all of its assets;
15.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or other equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

15.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY,
16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy; wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PSIF-13 PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-91 CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-91

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.
(A) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $300.00;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,125.00;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,125.00;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein; NET MONTHLY RATE
(iii) Distribution Charge @ $0.1000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
   a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
   b. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
   c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
   d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

**MEASUREMENT**

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be...
in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91
Replaces Revised Rate Schedule T-65:
Effective 10-01-18
Revised Rate Schedule T-75; &
Revised Rate Schedule T-85

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper’s submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company’s system is contingent upon a satisfactory credit appraisal by Company.
3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact regarding the service requested. If the person or entity...
requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
4.4.6 Upstream Pipeline Contact Information for Confirmations
4.4.7 Indexes:
4.4.7.1 Applicable Monthly Index;
4.4.7.2 Applicable Index Adder; and
4.4.7.3 Applicable Daily Index
4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline.
For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions
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**DESCRIPTION:** SAN MARCOS, INC.

**Customer:** 31483  
**COKINOS**

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**DESCRIPTION:** WEIMAR, INC.

**Customer:** 31483  
**COKINOS**

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### TUC Applicability

**Facts Supporting Section 104.003(b) Applicability**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD - 2 TARIFF REPORT**

**RRC COID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

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**REASONS FOR FILING**  
**NEW FILING:** N  
**RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** Effective 7/11/19: Removed several cities. Replacing RS T91 with T 91S and Terms and Conditions T 91 A&B

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**  
**RRC NO:** 899  
**ACTIVE FLAG:** Y  
**INACTIVE DATE:**

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**ADDRESS LINE 1:** P.O. Box 2628  
**ADDRESS LINE 2:**

| CITY:     | Houston |
| STATE:    | TX      |
| ZIP:      | 77252   |
| ZIP4:     | 2628    |
| AREA CODE:| 713     |
| PHONE NO: | 207-5322 |

**CUSTOMERS**

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2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas re-delivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas re-delivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for...
2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

### APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetry equipment is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem
necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with a written notice of reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected re-deliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the due date until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY, (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL NOT DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental
conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of
pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise,
not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the
discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or
lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the
discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's
obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of
force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

PIPELINE SAFETY INSPECTION FEE:  Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline
Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line.  Collected from April 1, 2019 to April 30,
2019.

SERVICE AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where
natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other
facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a
Shipper;
b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or
South Texas Divisions, as defined in the contract contemplated hereby,
d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10
MMBtu per day, and
e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General
Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10
MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $327.20;
(ii) Administrative Charge  @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge   First 750 MMBtu   @ $0.6000/MMBtu   Next 750 MMBtu   @ $0.4000/MMBtu   Over 1,500 MMBtu  @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50
MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $1,152.20;
(ii) Administrative Charge  @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge   @ $0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.
PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

EQUIVALENT QUANTITY OF NATURAL GAS

The term "EQUIVALENT QUANTITY OF NATURAL GAS" shall mean the quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the Initial CD for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the Initial CD for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

| Original Rate Schedule T-91 S | Replaces Rate Schedule T-91 | Effective 07-11-19 |

RATE ADJUSTMENT PROVISIONS:

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**DESCRIPTION:**
- KINGSVILLE, INC.
- ALICE, INC.

**DELIVERY POINTS**

**TYPE OF SERVICE**

- H Transportation

**TUC APPLICABILITY**

Facts supporting Section 104.003(b) applicability

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
RAILROAD COMMISSION OF TEXAS
GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

RRC COID: 6263   COMPANY NAME: CENTERPOINT ENERGY ENTEX

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NEW FILING: N   RRC DOCKET NO:  

CITY ORDINANCE NO: None

AMENDMENT( EXPLAIN): Effective 1/1/20: Remove Waskom Inc from this tariff. It was inadvertently added.

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CUSTOMERS

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### 11. FACILITIES

11.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, it shall offer to reimburse Company for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper in a timely manner. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

11.6 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, it shall offer to reimburse Company for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.7 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

11.8 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreements in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

11.9 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

11.10 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its system supply, or (ii) impair or prevent the Company's ability to deliver gas to sales customers, including, but not limited to, end-use customers of the Company, then Company shall have the right to correct imbalances at any time, including during any critical period.
### Rate Component Description

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<td>of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:</td>
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<tr>
<td>TARIFF NO: 31791</td>
<td>(i) an Excess Flow Event (Shipper's deliveries exceed takes); or</td>
</tr>
<tr>
<td>COMPANY NAME</td>
<td>(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</td>
</tr>
</tbody>
</table>

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price. |

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. |

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. |

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. |

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance. |

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas. |

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors. |

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the
<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<td></td>
<td>Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1</td>
</tr>
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</table>

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for underpayments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall be not earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY,
15.2 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism; acts of the public enemy; wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper’s obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-91 S

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
SOUTH TEXAS DIVISION
RATE SCHEDULE NO. T-91 S

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.
### CURRENT RATE COMPONENT

<table>
<thead>
<tr>
<th>Rate Comp. ID</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>RRC TARIFF NO: 31791</td>
<td><strong>NET MONTHLY RATE</strong></td>
</tr>
</tbody>
</table>

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

1. **Customer Charge** @ $327.20;
2. **Administrative Charge** @ $14.0000/MMBtu of Contract Demand, as defined herein;
3. **Distribution Charge** First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
4. Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

1. **Customer Charge** @ $1,152.20;
2. **Administrative Charge** @ $6,5000/MMBtu of Contract Demand, as defined herein;
3. **Distribution Charge** @ $0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

1. **Customer Charge** @ $1,152.20;
2. **Administrative Charge** @ $5,5000/MMBtu of Contract Demand, as defined herein;
3. **Distribution Charge** @ $0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

### CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

1. (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least (12) months of measured MMBtu under the new level of natural gas usage;
2. (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
3. (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

### ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

### EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the
quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.
### 1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C  Rate Schedule T-91 E and T-91 S  Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

### 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

   (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
   (b) where Company has adequate capacity;
   (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
   (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

   (a) will contain specified information as described in Section 4 herein;
   b) will require signed acknowledgement of the Shipper and the End-use Customer; and
   (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
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## FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD - 2 TARIFF REPORT**

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**RRC COID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

<table>
<thead>
<tr>
<th>TARIFF CODE</th>
<th>RRC TARIFF NO.</th>
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<tr>
<td>DT</td>
<td>32047</td>
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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**
- **ORIGINAL CONTRACT DATE:** 11/01/2018  
- **RECEIVED DATE:** 09/09/2019  
- **INITIAL SERVICE DATE:** 11/01/2018  
- **TERM OF CONTRACT DATE:**  
- **INACTIVE DATE:**  
- **AMENDMENT DATE:** 07/11/2019  
**CONTRACT COMMENT:** None

**REASONS FOR FILING**
- **NEW FILING:** N  
- **RRC DOCKET NO:**

**CITY ORDINANCE NO:**
- **AMENDMENT(Explain):** Effective 7/11/19: Removed several cities. Replacing RS T92 with T 92S and Terms and Conditions T 92 A&B  
- **OTHER(Explain):** None

**PREPARER - PERSON FILING**
- **RRC NO:** 899  
- **ACTIVE FLAG:** Y  
- **INACTIVE DATE:**
- **FIRST NAME:** Alice  
- **MIDDLE:** S.  
- **LAST NAME:** Hart  
- **TITLE:** Suprv. Reg. Support Services  
- **ADDRESS LINE 1:** P.O. Box 2628  
- **ADDRESS LINE 2:**
- **CITY:** Houston  
- **STATE:** TX  
- **ZIP:** 77252  
- **ZIP4:** 2628  
- **AREA CODE:** 713  
- **PHONE NO:** 207-5322  
- **EXTENSION:**

**CUSTOMERS**

<table>
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<tr>
<th>CUSTOMER NO</th>
<th>CUSTOMER NAME</th>
<th>CONFIDENTIAL?</th>
<th>DELIVERY POINT</th>
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<tbody>
<tr>
<td>34371</td>
<td>CENTERPOINT ENERGY SERVICES</td>
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Page 809 of 1633
Continuation from Tnspt Terms T-92 A.

Centerpoint Energy Entex

General Terms and Conditions for Transportation
Service Rate Schedules T-90, T-91 & T-92

11. Facilities

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company’s request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetering equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetering of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper’s designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper’s designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetering equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper’s designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper’s designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper’s designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. Balancing

12.1 General Intent: These balancing provisions are in recognition of the fact that Company’s upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper’s encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events
12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for underpayments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
<table>
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<td>CURRENT RATE COMPONENT</td>
<td>DESCRIPTION</td>
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<tr>
<td>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</td>
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<td>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</td>
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<td>15.1.4 be unable to pay its debts as they fall due;</td>
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<td>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</td>
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<td>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</td>
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<td>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</td>
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<td>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</td>
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<td>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</td>
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<td>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</td>
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<td>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:</td>
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<td>(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</td>
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<tr>
<td>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</td>
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<tr>
<td>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</td>
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<tr>
<td>16.1 Limitations of Liability</td>
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<td>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</td>
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| 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON
REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY’S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

PSIF-13

T-92 S

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
SOUTH TEXAS DIVISION
RATE SCHEDULE NO. T-92 S

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;  
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;  
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas, South Texas, Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas;  
(d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 50 MMBtu per day; and  
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:

(i) Customer Charge @ $2,527.20;
(ii) Administrative Charge @ $15.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.2500/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;  
   a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;  
   b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available.  The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services.  The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the...
quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys` fees, which Company may incur as a result of Shipper`s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company`s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months` billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company`s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company`s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company`s General Terms and Conditions for Transportation Service, as amended from time to time.
1.  APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
### CURRENT RATE COMPONENT

<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.15</td>
<td>The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</td>
</tr>
<tr>
<td>2.16</td>
<td>The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</td>
</tr>
<tr>
<td>2.17</td>
<td>The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.</td>
</tr>
<tr>
<td>2.18</td>
<td>The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</td>
</tr>
<tr>
<td>2.19</td>
<td>The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company (other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)), including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</td>
</tr>
<tr>
<td>2.20</td>
<td>The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</td>
</tr>
<tr>
<td>2.21</td>
<td>The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.</td>
</tr>
<tr>
<td>2.22</td>
<td>The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</td>
</tr>
</tbody>
</table>

### 3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms...
shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9 UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019 Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None
## Delivery Points

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**DESCRIPTION:** VICTORIA, ENVIRONS

**Customer** 34371  CENTERPOINT ENERGY SERVICES

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<th>UNIT</th>
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**DESCRIPTION:** VICTORIA, INC.

**Customer** 34371  CENTERPOINT ENERGY SERVICES

## Type of Service Provided

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## TUC Applicability

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
RATE SCHEDULE NO. T-90

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $300.00;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,125.00;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,125.00;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein; NET MONTHLY RATE (cont’d)
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for
the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered.
Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90
Replaces Revised Rate Schedule T-69:
Effective 10-01-18
Rate Schedule T-72; &
Revised Rate Schedule T-76

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 Rate Schedule T-91 Rate Schedule T-92

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.
2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean
   (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
   (b) where Company has adequate capacity;
   (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
   (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
   (a) will contain specified information as described in Section 4 herein;
   (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
   (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of...
facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ.
4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent’s principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index
4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company’s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause
Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Original Terms & Conditions Replaces Third Revised T-65; Effective 10-01-2018
Third Revised T-69; Third Revised 72; Third Revised T-75; Third Revised T-76; & Second Revised T-85 Terms & Conditions

Tnsp T-90B

Continuation from Tnsp T-90 A.

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such
12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.
12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.5.5 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-Out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.
13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of:

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or

(ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for underpayments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial
disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

Original Terms & Conditions Replaces Third Revised T-65;
Effective 10-01-2018
Third Revised T-69; Third Revised 72;
Third Revised T-75; Third Revised T-76; &
Second Revised T-85 Terms & Conditions
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PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-91

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby;
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $300.00;
(ii) Administrative Charge @ $14.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.60/MMBtu Next 750 MMBtu @ $0.40/MMBtu Over 1,500 MMBtu @ $0.20/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,125.00;
(ii) Administrative Charge @ $6.50/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.15/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,125.00;
(ii) Administrative Charge @ $5.50/MMBtu of Contract Demand, as defined herein; NET MONTHLY RATE
(iii) Distribution Charge @ $0.10/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:
(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be...
rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91
Replaces Revised Rate Schedule T-65:
Effective 10-01-18
Revised Rate Schedule T-75; &
Revised Rate Schedule T-85

For Transportation Service

RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair...
telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily deliveries at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the
specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.5 Multi-day Imbalances 12.5.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or nonotice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances 12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (delivery exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT
13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of:

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
(ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the
obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity’s credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper’s use by law, order, rule or regulation (Law), damage to Company’s pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREBUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.
16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

Original Terms & Conditions Replaces Third Revised T-65;
Effective 10-01-2018
Third Revised T-69; Third Revised 72;
Third Revised T-75; Third Revised T-76; &
Second Revised T-85 Terms & Conditions

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as it is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstitution of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

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12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at
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12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

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13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.2 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount
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<td></td>
<td>disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</td>
</tr>
<tr>
<td></td>
<td>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of</td>
</tr>
<tr>
<td></td>
<td>(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or</td>
</tr>
<tr>
<td></td>
<td>(ii) the maximum applicable lawful interest rate.</td>
</tr>
<tr>
<td></td>
<td>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</td>
</tr>
<tr>
<td></td>
<td>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</td>
</tr>
<tr>
<td></td>
<td>15. EVENT OF DEFAULT AND EARLY TERMINATION</td>
</tr>
<tr>
<td></td>
<td>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</td>
</tr>
<tr>
<td></td>
<td>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</td>
</tr>
<tr>
<td></td>
<td>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</td>
</tr>
<tr>
<td></td>
<td>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</td>
</tr>
<tr>
<td></td>
<td>15.1.4 be unable to pay its debts as they fall due;</td>
</tr>
<tr>
<td></td>
<td>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</td>
</tr>
<tr>
<td></td>
<td>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</td>
</tr>
<tr>
<td></td>
<td>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</td>
</tr>
<tr>
<td></td>
<td>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</td>
</tr>
<tr>
<td></td>
<td>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</td>
</tr>
<tr>
<td></td>
<td>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</td>
</tr>
</tbody>
</table>
|              | 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the
### Rate Adjustment Provisions:
None

### Delivery Points

<table>
<thead>
<tr>
<th>ID</th>
<th>TYPE</th>
<th>UNIT</th>
<th>CURRENT CHARGE</th>
<th>EFFECTIVE DATE</th>
<th>CONFIDENTIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>66345</td>
<td>D</td>
<td>MMBtu</td>
<td>$.0000</td>
<td>10/01/2018</td>
<td>N</td>
</tr>
</tbody>
</table>

**Description:** Universal City, Inc.

<table>
<thead>
<tr>
<th>Customer ID</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>28436</td>
<td>Randolph Air Force Base</td>
</tr>
</tbody>
</table>

### Type of Service Provided

<table>
<thead>
<tr>
<th>TYPE OF SERVICE</th>
<th>SERVICE DESCRIPTION</th>
<th>OTHER TYPE DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>H</td>
<td>Transportation</td>
<td></td>
</tr>
</tbody>
</table>

### TUC Applicability

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RRC COID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

<table>
<thead>
<tr>
<th>TARIFF CODE:</th>
<th>DT</th>
<th>RRC TARIFF NO:</th>
<th>32098</th>
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<tbody>
<tr>
<td>DESCRIPTION:</td>
<td>Distribution Transportation</td>
<td>STATUS:</td>
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</tr>
<tr>
<td>OPERATOR NO:</td>
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<td>RECEIVED DATE:</td>
<td>04/16/2019</td>
</tr>
<tr>
<td>ORIGINAL CONTRACT DATE:</td>
<td></td>
<td>TERM OF CONTRACT DATE:</td>
<td></td>
</tr>
<tr>
<td>INITIAL SERVICE DATE:</td>
<td>10/01/2018</td>
<td>INACTIVE DATE:</td>
<td></td>
</tr>
<tr>
<td>CONTRACT COMMENT:</td>
<td>None</td>
<td>AMENDMENT DATE:</td>
<td></td>
</tr>
<tr>
<td>NEW FILING:</td>
<td>N</td>
<td>RRC DOCKET NO:</td>
<td></td>
</tr>
<tr>
<td>CITY ORDINANCE NO:</td>
<td>None</td>
<td>AMENDMENT(EXPLAIN):</td>
<td></td>
</tr>
<tr>
<td>AMENDMENT(EXPLAIN):</td>
<td>Effective 4/1/19: Add Pipeline Safety Inspection Fee</td>
<td>OTHER(EXPLAIN):</td>
<td></td>
</tr>
</tbody>
</table>

**PREPARER - PERSON FILING**

- **RRC NO:** 899  
- **ACTIVE FLAG:** Y  
- **INACTIVE DATE:** |
- **FIRST NAME:** Alice  
- **MIDDLE:** S.  
- **LAST NAME:** Hart  
- **TITLE:** Suprv. Reg. Support Services  
- **ADDRESS LINE 1:** P.O. Box 2628  
- **ADDRESS LINE 2:** |
- **CITY:** Houston  
- **STATE:** TX  
- **ZIP:** 77252  
- **ZIP4:** 2628  
- **AREA CODE:** 713  
- **PHONE NO:** 207-5322  
- **EXTENSION:** |

**CUSTOMERS**

<table>
<thead>
<tr>
<th>CUSTOMER NO</th>
<th>CUSTOMER NAME</th>
<th>CONFIDENTIAL?</th>
<th>DELIVERY POINT</th>
</tr>
</thead>
<tbody>
<tr>
<td>37186</td>
<td>MANSFIELD POWER AND GAS</td>
<td>N</td>
<td></td>
</tr>
</tbody>
</table>

Page 851 of 1633
PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
RATE SCHEDULE NO. T-91

AVAILABILITY
Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION
This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS
For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE
(A) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $300.00;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,125.00;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,125.00;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein; NET MONTHLY RATE
(iii) Distribution Charge @ $0.1000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND
Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:
(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be
rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91
Replaces Revised Rate Schedule T-65:
Effective 10-01-18
Revised Rate Schedule T-75; &
Revised Rate Schedule T-85

Tnspt Terms T-91A

Continuation from Tnspt Terms T-90 A.

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company’s request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetrying is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair
### 11. BALANCING

**11.1 General Intent:** These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

**11.2 Shipper shall have a general obligation to:**

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

**11.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.**

**11.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.**

**11.5 Daily Imbalances During Critical Period Events**

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

**12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company.** If, after the
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the receipt point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances 12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Company will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT
13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
(ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the
## Limitations of Liability and Force Majeure

### 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper’s use by law, order, rule or regulation (Law), damage to Company’s pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 For breach of any provision or event of default for which an express remedy or measure of damages is provided under the Agreement, applicable rate schedule or these general terms, such express remedy or measure of damages shall be the sole and exclusive remedy. A party’s liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided under the agreement, applicable rate schedule or these general terms, a party’s liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided under the agreement, applicable rate schedule or these general terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations imposed under the agreement, applicable rate schedule or these general terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid under the agreement, applicable rate schedule or these general terms are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated under such agreement, applicable rate schedule or these general terms constitute a reasonable approximation of the harm or loss incurred.

16.1.3 Except as otherwise provided under the agreement, applicable rate schedule or these general terms, shipper expressly agrees to protect, defend, indemnify, and save company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of company, shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the transportation service agreement, except to the extent caused by the gross negligence or willful misconduct of company, its officers, agents and employees. Shipper shall on company’s request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by company in enforcing this indemnity, including all reasonable attorney’s fees.
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<td>16.2 Force Majeure</td>
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16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

Original Terms & Conditions Replaces Third Revised T-65; Effective 10-01-2018
Third Revised T-69; Third Revised 72;
Third Revised T-75; Third Revised T-76; &
Second Revised T-85 Terms & Conditions

Tspt Terms T-91B

Continuation from Tspt Terms T-91 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's (takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at
12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

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12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

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12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

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13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it conceives to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount...
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date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum;

or

(ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within twenty (20) days after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

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15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 For breach of any provision or event of default for which an express remedy or measure of damages is provided under the Agreement, applicable rate schedule or these general terms, such express remedy or measure of damages shall be the sole and exclusive remedy. A party's liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided under the Agreement, applicable rate schedule or these general terms, a party's liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided under the Agreement, applicable rate schedule or these general terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations imposed under the Agreement, applicable rate schedule or these general terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid under the Agreement, applicable rate schedule or these general terms are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated under such agreement, applicable rate schedule or these general terms constitute a reasonable approximation of the harm or loss incurred.

16.1.3 Except as otherwise provided under the Agreement, applicable rate schedule or these general terms, shipper expressly agrees to protect, defend, indemnify, and save Company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of Company, shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the transportation service agreement, except to the extent caused by the gross negligence or willful misconduct of Company, its officers, agents and employees. Shipper shall on Company's request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by Company in enforcing this indemnity, including all reasonable attorney's fees.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the
I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

Original Terms & Conditions Replaces Third Revised T-65;
Effective 10-01-2018
Third Revised T-69; Third Revised T-72;
Third Revised T-75; Third Revised T-76; &
Second Revised T-85 Terms & Conditions
<table>
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<th>CUSTOMER NO</th>
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<th>DELIVERY POINT</th>
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<tr>
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PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill $1.03, based on $1.00 per service line. Collected from April 1, 2020 to April 30, 2020.

APPLICATION
This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 400 MMBtu per day, (e) End-use Customer has direct access to natural gas service from other pipelines, and (e) Company does not take title to or own the gas so transported.

NET MONTHLY RATE
Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule Rider for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $500.00;
(ii) Distribution Charge  First 3,000 MMBtu  @ $0.5000/MMBtu  Next 3,000 MMBtu  @ $0.2500/MMBtu  Over 6,000 MMBtu  @ $0.0200/MMBtu
(iii) Payments to Government Authorities, as defined in Rate Schedule T-91.

GENERAL TERMS AND CONDITIONS
Service under the Rate Schedule Rider is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 Rider 1
Replaces Revised Rate Schedule T-65 Rider 1

APPLICATION
This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge    @ $315.45;
(ii) Administrative Charge  @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge   First 750 MMBtu   @ $0.6000/MMBtu   Next 750 MMBtu   @ $0.4000/MMBtu   Over 1,500 MMBtu  @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge    @ $1,140.45;
(ii) Administrative Charge  @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge   @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge    @ $1,140.45;
(ii) Administrative Charge  @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge   @ $0.1000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the Initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery
or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment
priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E  Replaces Rate Schedule T-91  Effective 07-11-19

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C  Rate Schedule T-91 E and T-91 S  Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBus of natural gas which Shipper takes at the Delivery Point and the MMBus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact regarding the service requested. If the person or entity
requesting service is acting as an agent, then the exact name and address of the agent’s principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
4.4.6 Upstream Pipeline Contact Information for Confirmations
4.4.7 Indexes:
4.4.7.1 Applicable Monthly Index;
4.4.7.2 Applicable Index Adder; and
4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company’s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company’s system or adversely affect Company’s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company’s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline.

For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper’s gas to the Receipt Point.
5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions
Continuation from Tnsp terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES
11. For all meters being served under these General Terms for Transportation Service:

11.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the...
operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. **Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 50% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%**

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable
**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:  
15.1.1 Make an assignment or any general arrangement for the benefit of creditors;  
15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;  
15.1.3 otherwise become bankrupt or insolvent (however evidenced);  
15.1.4 be unable to pay its debts as they fall due;  
15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;  
15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;  
15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;  
15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such
RATE COMP. ID

TARIFF CODE: DT

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination of all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY
## RATE ADJUSTMENT PROVISIONS:

None

### DELIVERY POINTS

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**DESCRIPTION:** DIBOLL, INC.

**Customer:** 34371 CENTERPOINT ENERGY SERVICES

### TYPE SERVICE PROVIDED

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### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
### RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

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<td><strong>CONTRACT COMMENT:</strong></td>
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### REASONS FOR FILING

- **NEW FILING:** N
- **RRC DOCKET NO:** |

### CITY ORDINANCE NO:
- **AMENDMENT (EXPLAIN):** Effective 7/11/19: Replacing RS T91 with T 92H and Terms and Conditions T 92A&B
- **OTHER (EXPLAIN):** Effective 7/1/19: Add Delivery Point: Humble Inc to this tariff

### PREPARER - PERSON FILING

- **RRC NO:** 899
- **ACTIVE FLAG:** Y
- **INACTIVE DATE:** |
- **FIRST NAME:** Alice
- **MIDDLE:** S.
- **LAST NAME:** Hart
- **TITLE:** Supvr. Reg. Support Services
- **ADDRESS LINE 1:** P.O. Box 2628
- **ADDRESS LINE 2:** |
- **CITY:** Houston
- **STATE:** TX
- **ZIP:** 77252
- **ZIP4:** 2628
- **AREA CODE:** 713
- **PHONE NO:** 207-5322

### CUSTOMERS

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12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 For breach of any provision or event of default for which an express remedy or measure of damages is provided under the Agreement, applicable rate schedule or these general terms, such express remedy or measure of damages shall be the sole and exclusive remedy. A party's liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided under the Agreement, applicable rate schedule or these general terms, a party's liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided under the Agreement, applicable rate schedule or these general terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations imposed under the Agreement, applicable rate schedule or these general terms on
16.1.3 Except as otherwise provided under the Agreement, Applicable Rate Schedule or these General Terms, Shipper expressly agrees to protect, defend, indemnify, and save Company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of Company, Shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the Transportation Service Agreement, except to the extent caused by the gross negligence or willful misconduct of Company, its officers, agents and employees. Shipper shall on Company’s request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by Company in enforcing this indemnity, including all reasonable attorney’s fees.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper’s obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PSIF-13 Pipeline Safety Inspection Fee: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-92 H Centerpoint Energy Entex Transportation Service Houston Division Rate Schedule No. T-92 H

Availability

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

Application
This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas, South Texas, Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas;
(d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 50 MMBtu per day; and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS
For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE
Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:

(i) Customer Charge @ $2,514.51;
(ii) Administrative Charge @ $15.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.2500/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND
Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

ANNUAL RATE ADJUSTMENT
The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

**MEASUREMENT**

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

**GENERAL TERMS AND CONDITIONS**
Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-92 H Replaces Rate Schedule T-92 Effective 07-11-19

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBus of natural gas which Shipper takes at the Delivery Point and the MMBus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in
3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K.
3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule.
4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in
conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9 UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Rate Adjustment Provisions:

None
## DELIVERY POINTS

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<td>$0.000</td>
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### DESCRIPTION:

- **HOUSTON, INC.**
  - Customer 24864 TGLO
- **HOUSTON, ENVIRONS**
  - Customer 24864 TGLO
- **HUMBLE, INC.**
  - Customer 24864 TGLO
- **PASADENA, INC.**
  - Customer 24864 TGLO
- **SOUTH HOUSTON, INC.**
  - Customer 24864 TGLO

## TYPE SERVICE PROVIDED

- **TYPE OF SERVICE**: Transportation

## TUC APPLICABILITY

### FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
### RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

<table>
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<th>TARIFF CODE:</th>
<th>RRC TARIFF NO:</th>
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<tr>
<td>DT</td>
<td>32385</td>
<td>Distribution Transportation</td>
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#### OPERATOR NO:
- ORIGINAL CONTRACT DATE: 
- RECEIVED DATE: 08/19/2019
- INITIAL SERVICE DATE: 02/01/2019
- TERM OF CONTRACT DATE: 
- INACTIVE DATE: 
- AMENDMENT DATE: 07/11/2019

**CONTRACT COMMENT:** None

#### REASONS FOR FILING
- NEW FILING: N
- RRC DOCKET NO: 
- CITY ORDINANCE NO: 
- AMENDMENT(EXPLAIN): Effective 7/1/19: Replacing RS T-90 with T-90 H and Terms and Conditions T 90 A & B
- OTHER(EXPLAIN): None

#### PREPARE - PERSON FILING
- RRC NO: 899
- ACTIVE FLAG: Y
- INACTIVE DATE: 
- FIRST NAME: Alice
- MIDDLE: S.
- LAST NAME: Hart
- TITLE: Suprv. Reg. Support Services
- ADDRESS LINE 1: P.O. Box 2628
- ADDRESS LINE 2: 
- CITY: Houston
- STATE: TX
- ZIP: 77252
- ZIP4: 2628
- AREA CODE: 713
- PHONE NO: 207-5322
- EXTENSION: 

#### CUSTOMERS
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<tr>
<td>34368</td>
<td>INFINITE ENERGY</td>
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</table>
APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C, Rate Schedule T-91 E and T-91 S, Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
### 3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but

<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>2.18</td>
<td>The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</td>
</tr>
<tr>
<td>2.19</td>
<td>The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</td>
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<td>2.20</td>
<td>The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</td>
</tr>
<tr>
<td>2.21</td>
<td>The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.</td>
</tr>
<tr>
<td>2.22</td>
<td>The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</td>
</tr>
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</table>
3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
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<td>only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</td>
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<td></td>
<td>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</td>
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<td>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</td>
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<td>4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;</td>
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4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
# FACILITIES

## 11. FACILITIES

### 11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency and the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency and the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
   (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
   (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
   (i) impair Company's ability to maintain the operational integrity of its distribution system, or
   (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
      (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded deliveries volume by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be the Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination of all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement,
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H

AVAILABILITY
Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION
This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS
For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE
(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:
(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.
### RRC TARIFF NO: 32385

#### CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

1. The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage; (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu. (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

#### ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

#### EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

#### PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities.
in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date
the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the
governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify
Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which
Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are
not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation
service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be
rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered.
Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that
adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall
bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General
Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made
credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s
sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which
provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract
expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use
Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use
customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries
hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or
regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment
priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages
or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be
in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to
reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and
Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation
Service, as amended from time to time.
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**DESCRIPTION:** HOUSTON, INC.

**CURRENT CHARGE:** $0.000

**EFFECTIVE DATE:** 10/01/2018

**CONFIDENTIAL:** N

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**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
### RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

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**OPERATOR NO:**

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**CONTRACT COMMENT:** None

### REASONS FOR FILING

**NEW FILING:** N

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** Effective 7/11/19: Replacing RS T92 with T 92C and Terms and Conditions T 92 A&B

**OTHER(EXPLAIN):** None

### PREPARER - PERSON FILING

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<td>MIDDLE: S.</td>
<td>LAST NAME: Hart</td>
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**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

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### CUSTOMERS

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### 11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetering equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events
12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances:

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed advisable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

(i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and

(ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstance:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or

(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON
### RATE COMPONENT DESCRIPTION

Remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party. Whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid under the agreement, applicable rate schedule or these general terms are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated under such agreement, applicable rate schedule or these general terms constitute a reasonable approximation of the harm or loss incurred.

16.1.3 Except as otherwise provided under the agreement, applicable rate schedule or these general terms, shipper expressly agrees to protect, defend, indemnify, and save company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of company, shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the transportation service agreement, except to the extent caused by the gross negligence or willful misconduct of company, its officers, agents and employees. Shipper shall request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by company in enforcing this indemnity, including all reasonable attorney's fees.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any transportation service agreement, except the obligation to pay monies due under such agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate shipper's obligation to balance quantities of gas under the applicable agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

**PSIF-13**

Pipeline Safety Inspection Fee: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

**T-92 C**

Centerpoint Energy Entex Transportation Service Texas Coast Division Rate Schedule No. T-92 C

**AVAILABILITY**

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to Centerpoint Energy Entex (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

**APPLICATION**

This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a...
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<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<td>Shipper;</td>
<td>(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;</td>
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<tr>
<td>(c) Company reads and delivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas, South Texas, Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas;</td>
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<td>(d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 50 MMBtu per day; and</td>
<td></td>
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<tr>
<td>(e) Company does not take title to or own the gas so transported.</td>
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**DEFINITIONS**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

**NET MONTHLY RATE**

Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:

- (i) Customer Charge @ $2,542.58
- (ii) Administrative Charge @ $15.00/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ $0.2500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
- (a) for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
- (b) for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025;
- (c) for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage; (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu. (iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.
- (d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 50 MMBtu per day; and |
- (e) Company does not take title to or own the gas so transported.

**ANNUAL RATE ADJUSTMENT**

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located...
downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys` fees, which Company may incur as a result of Shipper`s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company`s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months` billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company`s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company`s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company`s General Terms and Conditions for Transportation Service, as amended from time to time.

Tnspt Terms T-92A

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
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<td>6263</td>
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### CURRENT RATE COMPONENT

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<tr>
<td>2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</td>
</tr>
<tr>
<td>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Bu's.</td>
</tr>
<tr>
<td>2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</td>
</tr>
<tr>
<td>2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</td>
</tr>
<tr>
<td>2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</td>
</tr>
<tr>
<td>2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.</td>
</tr>
<tr>
<td>2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</td>
</tr>
</tbody>
</table>

### APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company. |
3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution. |
3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference. |
3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement. |
3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper. |
3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. |
3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: |
3.6.1.1 A copy of Shipper's most recent audited financial statements; |
3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; |
3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and |
3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
### TYPE OF SERVICE

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### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD - 2 TARIFF REPORT**

---

**RRC CID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT  
**RRC TARIFF NO:** 32894

**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**ORIGINAL CONTRACT DATE:**  
**RECEIVED DATE:** 08/19/2019

**INITIAL SERVICE DATE:** 07/11/2019  
**TERM OF CONTRACT DATE:**

**INACTIVE DATE:**  
**AMENDMENT DATE:**

**CONTRACT COMMENT:** None

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**REASONS FOR FILING**

**NEW FILING:** Y  
**RRC DOCKET NO:**

**CITY ORDINANCE NO:** None

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** None

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**PREPARER - PERSON FILING**

**RRC NO:** 899  
**ACTIVE FLAG:** Y  
**INACTIVE DATE:**

**FIRST NAME:** Alice  
**MIDDLE:** S.  
**LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

**ADDRESS LINE 1:** P.O. Box 2628

**CITY:** Houston  
**STATE:** TX  
**ZIP:** 77252  
**ZIP4:** 2628

**AREA CODE:** 713  
**PHONE NO:** 207-5322  
**EXTENSION:**

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**CUSTOMERS**

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APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C; Rate Schedule T-91 E and T-91 S; Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
### APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
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3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set forth in this Section.

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4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
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4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

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(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANT OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances:
   (i) impair Company's ability to maintain the operational integrity of its distribution system, or
   (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
      (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company for cash-out purchases in excess of the MDQ. Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price.

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be the Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DiffICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019 Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 C CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS  For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $342.58;
(ii) Administrative Charge  @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
### CURRENT RATE COMPONENT

#### RATE COMP. ID

<table>
<thead>
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<th>DESCRIPTION</th>
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<tr>
<td>all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</td>
</tr>
<tr>
<td>(i) Customer Charge @ $1,167.58;</td>
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<tr>
<td>(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;</td>
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<tr>
<td>(iii) Distribution Charge @ $0.3500/MMBtu</td>
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<tr>
<td>(iv) Payments to Government Authorities, as defined herein.</td>
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**NET MONTHLY RATE (cont’d)**

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

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<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>(i) Customer Charge @ $1,167.58;</td>
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<tr>
<td>(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;</td>
</tr>
<tr>
<td>(iii) Distribution Charge @ $0.1125/MMBtu</td>
</tr>
<tr>
<td>(iv) Payments to Government Authorities, as defined herein.</td>
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#### CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery of the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

#### ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

#### EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by the Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

#### PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C          Replaces Rate Schedule T-90        Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None
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**DESCRIPTION:**

- RICHMOND, ENVIRONS
- WEBSTER, INC.

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<th>SERVICE DESCRIPTION</th>
<th>OTHER TYPE DESCRIPTION</th>
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**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
### RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

<table>
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<th>TARIFF CODE: DT</th>
<th>RRC TARIFF NO: 32895</th>
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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**

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<tr>
<td>INITIAL SERVICE DATE: 07/11/2019</td>
<td>TERM OF CONTRACT DATE:</td>
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**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y  
**RRC DOCKET NO:**

**CITY ORDINANCE NO:** None  
**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 899  
**ACTIVE FLAG:** Y  
**INACTIVE DATE:**

<table>
<thead>
<tr>
<th>FIRST NAME: Alice</th>
<th>MIDDLE: S.</th>
<th>LAST NAME: Hart</th>
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<tbody>
<tr>
<td>TITLE: Suprv. Reg. Support Services</td>
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**ADDRESS LINE 1:** P.O. Box 2628  
**AREA CODE:** 713  
**PHONE NO:** 207-5322  
**EXTENSION:**

**ADDRESS LINE 2:**

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**CUSTOMERS**

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1. These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C; Rate Schedule T-91 E and T-91 S; Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
### RATE COMP. ID

**2.18** The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

**2.19** The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

**2.20** The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

**2.21** The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

**2.22** The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

### 3. APPLICATION FOR SERVICE

**3.1** Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

**3.2** Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

**3.3** Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

**3.4** Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

**3.5** Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

**3.6** Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

**3.6.1** Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

**3.6.1.1** A copy of Shipper's most recent audited financial statements;

**3.6.1.2** A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

**3.6.1.3** A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

**3.6.2** Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

**3.6.2.1** Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but

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**Company Name:** CENTERPOINT ENERGY ENTEX

**Date:** 07/28/2020
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court’s jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper’s ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company’s credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent’s principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telexcopy number and e-mail address of person(s) to contact for operational and other notices.

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
### Rate Component ID: 6263

#### Description

**7. Receipt of Gas for Transport**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. Warranty of Title**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

**9. Unacceptable Quantities**

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

**10. Gas Transported by Company**

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access to ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

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**First Revised Terms & Conditions**
Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

**Terms & Conditions**

**Tnspt Terms T-90B**

**Continuation from Tnspt Terms T-92 A.**

**CENTERPOINT ENERGY ENTEX**

**GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION**

**SERVICE RATE SCHEDULES T-90, T-91 & T-92**

**11. Facilities**

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
**CURRENT RATE COMPONENT**

**RATE COMP. ID**  | **DESCRIPTION**
--- | ---
11.1.3 | Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 | Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 | Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement.

12. BALANCING

12.1 | General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 | Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 | Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 | Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 | Daily Imbalances During Critical Period Events

12.5.1 | If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 | Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Receipt Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Receipt Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% Greater than 5% of Underage volumes received by Company), Company will purchase said volumes from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company’s invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY’S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY’S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY’S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY’S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions
PSIF-13
PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 C
CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY
Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION
This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50
MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all
gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100
MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and
equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the
sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of
delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the
Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the
period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60)
months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption
measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall
be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of
delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD
shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this
Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change
that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a
new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the
individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the
new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually
metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year
available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or
aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas
utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service
Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or
aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the
quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to
two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is
located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located
downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by
Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any
associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

**MEASUREMENT**

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

**GENERAL TERMS AND CONDITIONS**

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

| Original Rate Schedule T-90 C | Replaces Rate Schedule T-90 | Effective 07-11-19 |

**RATE ADJUSTMENT PROVISIONS:**

None
### DELIVERY POINTS

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<td>DESCRIPTION:</td>
<td>LIVERPOOL, INC.</td>
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<td></td>
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<tr>
<td>Customer</td>
<td>29240</td>
<td>LUMINANT ENERGY</td>
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### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD - 2 TARIFF REPORT**  

**RRC COID:** 6263  
**COMPANY NAME** CENTERPOINT ENERGY ENTEX

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<th>TARIFF CODE: DT</th>
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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**

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<td>INACTIVE DATE:</td>
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<td>TERM OF CONTRACT DATE:</td>
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<td>AMENDMENT DATE:</td>
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**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y  
**RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

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<td>FIRST NAME: Alice</td>
<td>MIDDLE: S.</td>
<td>LAST NAME: Hart</td>
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<td>TITLE: Suprv. Reg. Support Services</td>
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**CUSTOMERS**

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<td>29391</td>
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Page 949 of 1633
APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

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only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court’s jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper’s ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company’s credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent’s principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
### RATE COMP. ID

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<td>7. RECEIPT OF GAS FOR TRANSPORT</td>
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<td>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</td>
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<tr>
<td>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</td>
</tr>
<tr>
<td>8. WARRANTY OF TITLE</td>
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<tr>
<td>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</td>
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<td>9. UNACCEPTABLE QUANTITIES</td>
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<td>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</td>
</tr>
<tr>
<td>10. GAS TRANSPORTED BY COMPANY</td>
</tr>
<tr>
<td>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</td>
</tr>
<tr>
<td>11. FACILITIES</td>
</tr>
<tr>
<td>11.1 For all meters being served under these General Terms for Transportation Service:</td>
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<tr>
<td>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</td>
</tr>
<tr>
<td>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</td>
</tr>
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11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstitution of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFOs) or Operational Alerts (OAs) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such over-delivered volumes at the Delivery Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the agreement.
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

**pipeline safety inspection fee:** Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

<table>
<thead>
<tr>
<th>CURRENT RATE COMPONENT</th>
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</thead>
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<tr>
<td><strong>NET MONTHLY RATE</strong></td>
<td>(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</td>
</tr>
<tr>
<td></td>
<td>(i) Customer Charge @ $342.58;</td>
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<tr>
<td></td>
<td>(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;</td>
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<tr>
<td></td>
<td>(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu</td>
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<td></td>
<td>(iv) Payments to Government Authorities, as defined herein.</td>
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</table>

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
current rate component

rate comp. id
description

all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $6,250.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

net monthly rate (cont’d)

(c) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $4,0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

contract demand

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

annual rate adjustment

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

equivalent quantity of natural gas

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by the Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

payments to governmental authorities

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ bills based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

RATE ADJUSTMENT PROVISIONS:

None
## RRC COID: 6263  COMPANY NAME  CENTERPOINT ENERGY ENTEX

### TARIFF CODE: DT  RRC TARIFF NO: 32896

### DELIVERY POINTS

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**DESCRIPTION:** WEBSTER, INC.

Customer 29391  CONSTELLATION

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**DESCRIPTION:** SUGAR LAND, INC.

Customer 29391  CONSTELLATION

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**DESCRIPTION:** LAKE JACKSON, INC.

Customer 29391  CONSTELLATION

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**DESCRIPTION:** PEARLAND, INC.

Customer 29391  CONSTELLATION

### TYPE SERVICE PROVIDED

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<th>SERVICE DESCRIPTION</th>
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### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
<thead>
<tr>
<th>CUSTOMER NO</th>
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APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C, Rate Schedule T-91 E and T-91 S, Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set forth in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

Continuation from Tnspt Terms T-92 A.

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetrying is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service reinstatement.

11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency or the institution of a payment plan. Shipper shall provide Company with the required documentation that effectively demonstrates the delinquency or the institution of a payment plan. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances:

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
**12.5.3** The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

**12.5.4** If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of natural gas that are greater than the Shipper's gas requirements at the Receipt Point, then Company may purchase such over-delivered volumes at the Critical Period Price or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

**12.5.5** If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of natural gas that are less than the Shipper's gas requirements at the Receipt Point, then Company may require Shipper to purchase such deficiency at the Critical Period Price or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

**12.5.6** Multi-day Imbalances

**12.6.1** For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

**12.6.2** Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

**12.6.3** Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

**12.7 Monthly Imbalances**

**12.7.1** At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

**12.7.2** In the event of an Underage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

**12.8** Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

**12.9** Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

**13. BILLING AND PAYMENT**

**13.1** Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
billing shall be prepared based on the quantity nominated by Shipper or Company’s estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company’s invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for underpayments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSDURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no
earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the
Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the
Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:
(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the
Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due
Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay
the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be
earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of
payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street
Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for
residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or
equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the
basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF
DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,
SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S
LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR
DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY
PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S
LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE
THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE
WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE
GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY
OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR
CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE
LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON
REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED
THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR
CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE
AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES
ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICENT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING
AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT,
APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE
HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE
GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS
OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR
DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD
PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER,
WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR
PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER
THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR
WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S
REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL
COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE
ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry
out its obligations under any Transportation Service Agreement, except the obligation to pay moneys due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 C
CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.
(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $6,250.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $4,0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the new Initial CD shall be calculated; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by the Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90-C Replaces Rate Schedule T-90 Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None
### DELIVERY POINTS

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#### DESCRIPTION:
- MONT BELVIEU, ENVIRONS
- LA PORTE, INC.
- LA PORTE, ENVIRONS

#### CUSTOMER:
- 31483 COKINOS

### TYPE SERVICE PROVIDED

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### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
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1. These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):  Rate Schedule T-90 H and T-90 C  Rate Schedule T-91 E and T-91 S  Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.  

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour.  Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.  The term MMBtu shall mean one million (1,000,000) Btu's.
3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court’s jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnsp Terms T-90B

Continuation from Tnsp Terms T-92 A.

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMbtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMbtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (delivers exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
billings shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. Assurance of Performance

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 File a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 Otherwise become bankrupt or insolvent (however evidenced);

15.1.4 Be unable to pay its debts as they fall due;

15.1.5 Have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 Fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 Fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 Not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 Consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no
earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the
Early Termination Date) for the termination of all of Company’s obligations to transport gas under the Agreement (collectively, the
Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:
(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the
Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due
Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay
the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be
earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of
payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street
Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for
residential and other uses declared superior to Shipper’s use by law, order, rule or regulation (Law), damage to Company’s pipes or
equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the
basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF
DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,
SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S
LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR
DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY
PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY’S
LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE
THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE
WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE
GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY
OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR
CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE
LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON
REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED
THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR
CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE
AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES
ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICENT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING
AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT,
APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE
HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE
GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS
OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR
DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD
PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER,
WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR
PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER
THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR
WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY’S
REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL
COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE
ATTORNEY’S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry
out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $342.58;
(ii) Administrative Charge  @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  First 750 MMBtu @ $0.750/MMBtu Next 750 MMBtu @ $0.600/MMBtu Over 1,500 MMBtu @ $0.450/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for any Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of any downstream of a farm tap meter station.

Located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term ‘Equivalent Quantity of Natural Gas’ shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term ‘Equivalent Quantity of Natural Gas’ shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the date due until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C Replaces Rate Schedule T-90 Effective 07-11-19
### Delivery Points

<table>
<thead>
<tr>
<th>ID</th>
<th>Type</th>
<th>Unit</th>
<th>Current Charge</th>
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**Description:**
- BAYTOWN, ENVIRONS
- RICHMOND, INC.
- ROSHARON, ENVIRONS
- CROSBY, INC.
- BAYTOWN, INC.
- ANGLETON, INC.
- KATY, INC.
- FREEPORT, INC.
- KATY, ENVIRONS
- BROOKSHIRE, INC.
RRC COID: 6263
COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT  RRC TARIFF NO: 32898

DELIVERY POINTS

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<tr>
<th>ID</th>
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<th>UNIT</th>
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<td></td>
<td>Customer 24865</td>
<td>CES</td>
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</table>

| 352 | D    | MMBtu| $.0000         | 07/11/2019     | N            |
|     | DESCRIPTION: TEXAS CITY, INC. |
|     | Customer 24865 | CES |

TYPE SERVICE PROVIDED

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<tr>
<th>TYPE OF SERVICE</th>
<th>SERVICE DESCRIPTION</th>
<th>OTHER TYPE DESCRIPTION</th>
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</thead>
<tbody>
<tr>
<td>H</td>
<td>Transportation</td>
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</tbody>
</table>

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
<thead>
<tr>
<th>CUSTOMER NO</th>
<th>CUSTOMER NAME</th>
<th>CONFIDENTIAL?</th>
<th>DELIVERY POINT</th>
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</thead>
<tbody>
<tr>
<td>40254</td>
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</table>
## APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

## DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMbtu shall mean one million (1,000,000) Btu's.
### 3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service to a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEPTION OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sale by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

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10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B
Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service reinstatement. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper has having gas delivered to the End-use Customer.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
   (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
   (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
   (i) impair Company's ability to maintain the operational integrity of its distribution system, or
   (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
     (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMbtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMbtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% In the event of an Underage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be the Cash-out Index plus an Adder as specified in the Agreement.

12.7.2 In the event of an Underage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be the Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it deems correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. Assurance of Performance

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination of all of Company’s obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:
(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
(B) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.
(C) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper’s use by law, order, rule or regulation (Law), damage to Company’s pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY’S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY’S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY’S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY’S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 C CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge $342.58;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.750/MMBtu Next 750 MMBtu @ $0.600/MMBtu Over 1,500 MMBtu @ $0.450/MMBtu
iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for...
## CURRENT RATE COMPONENT

<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<tr>
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<td>all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</td>
</tr>
<tr>
<td></td>
<td>(i) Customer Charge @ $1,167.58;</td>
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<td>(ii) Administrative Charge @ $6,250.00/MMBtu of Contract Demand, as defined herein;</td>
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<td>(iii) Distribution Charge @ $0.3500/MMBtu</td>
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<td>(iv) Payments to Government Authorities, as defined herein.</td>
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### NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

|             |   (i) Customer Charge @ $1,167.58; |
|             |   (ii) Administrative Charge @ $4,0000/MMBtu of Contract Demand, as defined herein; |
|             |   (iii) Distribution Charge @ $0.1125/MMBtu |
|             |   (iv) Payments to Government Authorities, as defined herein. |

### CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery of aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery of aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

### ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

### EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

### PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value...
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90-C

Replaces Rate Schedule T-90

Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

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**DESCRIPTION:** BAYTOWN, ENVIRONS

**TYPE SERVICE PROVIDED**

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<th>SERVICE DESCRIPTION</th>
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**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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<tr>
<th>CUSTOMER NO</th>
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## PIPELINE SAFETY INSPECTION FEE
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

### CENTERPOINT ENERGY ENTEX

#### GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION

**SERVICE RATE SCHEDULES T-90, T-91 & T-92**

1. **APPLICABILITY**

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. **DEFINITIONS**

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBus of natural gas which Shipper takes at the Delivery Point and the MMBus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in
2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer’s account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper’s submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company’s system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K
form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in...
6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas, South Texas, Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas;
(d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 50 MMBtu per day; and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS
For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE
Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:
(i) Customer Charge @ $2,515.45;
(ii) Administrative Charge @ $15.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.2500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND
Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:
(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule;

(d) for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

ANNUAL RATE ADJUSTMENT
The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS
The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation
11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company’s request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetrying is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reininstitution of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company’s upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper’s encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.
12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

(i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
(ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or
eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:
15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR
16.1.3 Except as otherwise provided under the Agreement, Applicable Rate Schedule or these General Terms, Shipper expressly agrees to protect, defend, indemnify, and save Company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of Company, Shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the Transportation Service Agreement, except to the extent caused by the gross negligence or willful misconduct of Company, its officers, agents and employees. Shipper shall on Company’s request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by Company in enforcing this indemnity, including all reasonable attorney’s fees.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions
### Delivery Points

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**Description:**
- LUFKIN, INC.
- REDLAND ENVIRONS
- TYLER, INC.
- TYLER, ENVIRONS

**Customer:**
- 34371 CENTERPOINT ENERGY SERVICES

### Type of Service Provided

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### TUC Applicability

**Facts Supporting Section 104.003(b) Applicability**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for...
customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein), including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable Federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.]

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such request has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule;
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper’s designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper’s designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper’s designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company’s upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper’s encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers’ deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company’s ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company’s cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper’s deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper’s takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO’s) or Operational Alerts (OA’s) of pipelines serving the Company shall be deemed events which impair the Company’s ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company’s cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company’s notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper’s account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company’s option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase said over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY, INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental
conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of
pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise,
not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the
discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or
lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the
discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's
obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of
force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline
Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30,
2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
SOUTH TEXAS DIVISION
RATE SCHEDULE NO. T-91 S

AVAILABILITY
Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where
natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other
facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION
This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a
Shipper;
b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or
South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10
MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS
For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General
Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE
(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10
MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $327.20;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @
$0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50
MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,152.20;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.
CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1.1522/MMBtu;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu

(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the Initial CD for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES
Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 S Replaces Rate Schedule T-91 Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

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**TYPE OF SERVICE**

- H Transportation

**TUC APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
RAILROAD COMMISSION OF TEXAS
GAS SERVICES DIVISION
GSD – 2 TARIFF REPORT

RRC COID: 6263  COMPANY NAME  CENTERPOINT ENERGY ENTEX

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OPERATOR NO:

- ORIGINAL CONTRACT DATE:  
- RECEIVED DATE: 09/20/2019  
- INITIAL SERVICE DATE: 07/11/2019  
- INACTIVE DATE:  
- TERM OF CONTRACT DATE:  
- AMENDMENT DATE:  

CONTRACT COMMENT: None

REASONS FOR FILING

- NEW FILING: N  
- RRC DOCKET NO:  
- CITY ORDINANCE NO: None  
- AMENDMENT(EXPLAIN): Effective 8/1/19: Add Delivery Point - Lufkin Inc to this tariff.
- OTHER(EXTEND):  

PREPARER - PERSON FILING

- RRC NO: 899  
- ACTIVE FLAG: Y  
- INACTIVE DATE:  
- FIRST NAME: Alice  
- MIDDLE: S.  
- LAST NAME: Hart  
- TITLE: Suprv. Reg. Support Services  
- ADDRESS LINE 1: P.O. Box 2628  
- ADDRESS LINE 2:  
- CITY: Houston  
- STATE: TX  
- ZIP: 77252  
- ZIP4: 2628  
- AREA CODE: 713  
- PHONE NO: 207-5322  
- EXTENSION:  

CUSTOMERS

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1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBus of natural gas which Shipper takes at the Delivery Point and the MMBus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for
customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, andShipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the
initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year
renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name,
phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for
transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit
A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal
will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any
party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to
inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole
judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely
affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation
service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A
offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior
to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall
be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such
weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper
may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company
shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline.
For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed
deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and
confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall
confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline
transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company
as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict
with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute
or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be
construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General
Terms set forth herein.
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019 Terms & Conditions

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may, at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. **Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1**

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company’s invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable Letter of Credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
15.1.3 otherwise become bankrupt or insolvent (however evidenced);
15.1.4 be unable to pay its debts as they fall due;
15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAIN AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY, INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental
conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of
pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise,
not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the
discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or
lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the
discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's
obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of
force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline
Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30,
2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
BEAUMONT/EAST TEXAS DIVISION
RATE SCHEDULE NO. T-91 E

AVAILABILITY
Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where
natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other
facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION
This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed by Company and a
Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or
South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10
MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS
For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General
Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10
MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @
$0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50
MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.50/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.
(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu

(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the Initial CD for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails to pay promptly the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure to pay or refusal to disclose the purchase price of gas transported under the Agreement.
OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.
### Delivery Points

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<tr>
<th>ID</th>
<th>Type</th>
<th>Unit</th>
<th>Current Charge</th>
<th>Effective Date</th>
<th>Confidential</th>
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- NACOGDOCHES, INC.

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- LUFGIN, INC.

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### Type of Service Provided

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### TUC Applicability

**Facts Supporting Section 104.003(b) Applicability**

- Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

- I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

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<th>TARIFF CODE: DT</th>
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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**ORIGINAL CONTRACT DATE:**  
**RECEIVED DATE:** 09/09/2019  
**INITIAL SERVICE DATE:** 07/11/2019  
**INACTIVE DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y  
**RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 899  
**ACTIVE FLAG:** Y  
**INACTIVE DATE:**

**FIRST NAME:** Alice  
**MIDDLE:** S.  
**LAST NAME:** Hart  
**TITLE:** Suprv. Reg. Support Services

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston  
**STATE:** TX  
**ZIP:** 77252  
**ZIP4:** 2628

**AREA CODE:** 713  
**PHONE NO:** 207-5322  
**EXTENSION:**

**CUSTOMERS**

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1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C; Rate Schedule T-91 E and T-91 S; Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for
customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
### RATE COMP. ID

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<tr>
<td>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</td>
</tr>
<tr>
<td>7. RECEIPT OF GAS FOR TRANSPORT</td>
</tr>
<tr>
<td>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</td>
</tr>
<tr>
<td>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</td>
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<tr>
<td>8. WARRANTY OF TITLE</td>
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<tr>
<td>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</td>
</tr>
<tr>
<td>9. UNACCEPTABLE QUANTITIES</td>
</tr>
<tr>
<td>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</td>
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<tr>
<td>10. GAS TRANSPORTED BY COMPANY</td>
</tr>
<tr>
<td>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</td>
</tr>
<tr>
<td>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</td>
</tr>
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**First Revised Terms & Conditions**

Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

**Terms & Conditions**

**Continuation from Tsngt Terms T-92 A.**

**CENTERPOINT ENERGY ENTEX**

**GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION**

**SERVICE RATE SCHEDULES T-90, T-91 & T-92**

### 11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company’s request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

Wireless telemetry is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem...
necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Balances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shipppers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
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<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>12.5.3</td>
<td>The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</td>
</tr>
<tr>
<td>12.5.4</td>
<td>If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</td>
</tr>
<tr>
<td>12.5.5</td>
<td>If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</td>
</tr>
<tr>
<td>12.6</td>
<td>Multi-day Imbalances</td>
</tr>
<tr>
<td>12.6.1</td>
<td>For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</td>
</tr>
<tr>
<td>12.6.2</td>
<td>Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</td>
</tr>
<tr>
<td>12.6.3</td>
<td>Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</td>
</tr>
<tr>
<td>12.7</td>
<td>Monthly Imbalances</td>
</tr>
<tr>
<td>12.7.1</td>
<td>At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (delivered exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%</td>
</tr>
<tr>
<td>12.7.2</td>
<td>In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.</td>
</tr>
<tr>
<td>12.8</td>
<td>Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.</td>
</tr>
<tr>
<td>12.9</td>
<td>Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</td>
</tr>
<tr>
<td>13. BILLING AND PAYMENT</td>
<td></td>
</tr>
</tbody>
</table>
| 13.1         | Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company’s invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY, INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and
15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE:  Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line.  Collected from April 1, 2019 to April 30, 2019.

CURRENT RATE COMPONENT

<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
</tr>
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<tr>
<td></td>
<td>requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</td>
</tr>
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</table>

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**CURRENT RATE COMPONENT**

**RATE COMP. ID**

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</thead>
<tbody>
<tr>
<td>NET MONTHLY RATE (cont’d)</td>
<td>COMPANY NAME: CENTERPOINT ENERGY ENTEX</td>
</tr>
</tbody>
</table>

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,152.20;

(ii) Administrative Charge @ $5,5000/MMBtu of Contract Demand, as defined herein;

(iii) Distribution Charge @ $0.1000/MMBtu

(iv) Payments to Government Authorities, as defined herein.

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

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*Page 1059 of 1633*
Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 S  Replaces Rate Schedule T-91  Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None
### Delivery Points

<table>
<thead>
<tr>
<th>ID</th>
<th>Description</th>
<th>Unit</th>
<th>Current Charge</th>
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<th>Confidential</th>
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<tbody>
<tr>
<td>43033</td>
<td>VICTORIA, INC.</td>
<td>MMBtu</td>
<td>$0.000</td>
<td>06/01/2008</td>
<td>N</td>
</tr>
<tr>
<td>55674</td>
<td>EL CAMPO, INC.</td>
<td>MMBtu</td>
<td>$0.000</td>
<td>04/01/2005</td>
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<tr>
<td>77070</td>
<td>JOURDANTON, INC.</td>
<td>MMBtu</td>
<td>$0.000</td>
<td>01/01/2010</td>
<td>N</td>
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<tr>
<td>335</td>
<td>SMITHVILLE, INC.</td>
<td>MMBtu</td>
<td>$0.000</td>
<td>10/01/2004</td>
<td>N</td>
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<tr>
<td>43018</td>
<td>SAN MARCOS, ENVIRONS</td>
<td>MMBtu</td>
<td>$0.000</td>
<td>06/01/2004</td>
<td>N</td>
</tr>
</tbody>
</table>

### Type of Service Provided

<table>
<thead>
<tr>
<th>Type of Service</th>
<th>Service Description</th>
<th>Other Type Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>H</td>
<td>Transportation</td>
<td></td>
</tr>
</tbody>
</table>

### Facts Supporting Section 104.003(b) Applicability

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
<thead>
<tr>
<th>CUSTOMER NO</th>
<th>CUSTOMER NAME</th>
<th>CONFIDENTIAL?</th>
<th>DELIVERY POINT</th>
</tr>
</thead>
<tbody>
<tr>
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11. FACILITIES

11.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

11.2 Shipper shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Shipper shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity...
of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the
Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for underpayments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
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<td>fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</td>
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<td>fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</td>
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<td>15.1.8</td>
<td>not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</td>
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<td>15.1.9</td>
<td>consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</td>
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15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY,
16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean
(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A
(a) will contain specified information as described in Section 4 herein;
b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btus.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation services.
service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set forth in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline.

For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.
10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  First 750 MMBtu @ $0.600/MMBtu  Next 750 MMBtu @ $0.400/MMBtu  Over 1,500 MMBtu @ $0.200/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.500/MMBtu of Contract Demand, as defined herein;
CURRENT RATE COMPONENT

RATE COMP. ID

<table>
<thead>
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<td>(iii) Distribution Charge @ $0.1500/MMBtu</td>
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<td>(iv) Payments to Government Authorities, as defined herein.</td>
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NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $5,500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed: a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the receipt point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify...
Company, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.
## DELIVERY POINTS

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## TYPE SERVICE PROVIDED

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## FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD - 2 TARIFF REPORT**

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<th>CENTERPOINT ENERGY ENTEX</th>
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<tr>
<th>TARIFF CODE: DT</th>
<th>RRC TARIFF NO: 32949</th>
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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A  

**OPERATOR NO:**

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**CONTRACT COMMENT:** None

**REASONS FOR FILING**

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**CITY ORDINANCE NO:** None

**AMENDMENT (EXPLAIN):** Effective 1/1/20: Add Delivery Point: Waskom to this tariff

**PREPARER - PERSON FILING**

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<tr>
<td>FIRST NAME: Alice</td>
<td>MIDDLE: S.</td>
<td>LAST NAME: Hart</td>
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<td>TITLE: Suprv. Reg. Support Services</td>
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<td>ADDRESS LINE 2:</td>
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<td>CITY: Houston</td>
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<td>AREA CODE: 713</td>
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**CUSTOMERS**

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<td>33145</td>
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PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
BEAUMONT/EAST TEXAS DIVISION
RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  First 750 MMBtu @ $0.6000/MMBtu  Next 750 MMBtu @ $0.4000/MMBtu  Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
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CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu
and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Performance to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, the Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities.
Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C, Rate Schedule T-91 E and T-91 S, Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean
(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation.
service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
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<td>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</td>
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<td>5. SCHEDULING AND NOMINATIONS</td>
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<td>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</td>
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<td>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</td>
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<td>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline.</td>
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<td>For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</td>
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<td>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</td>
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<td>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</td>
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<td>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</td>
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<td>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</td>
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<tr>
<td>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</td>
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<td>7. RECEIPT OF GAS FOR TRANSPORT</td>
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<td>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</td>
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<td>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</td>
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<td>8. WARRANTY OF TITLE</td>
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<td>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</td>
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<tr>
<td>9. UNACCEPTABLE QUANTITIES</td>
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<td>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</td>
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10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions
Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.
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<tr>
<td>12.2</td>
<td>Shipment shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</td>
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<td>12.3</td>
<td>Company shall make available electronically daily imbalance information which shall notify Shippers of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shippers of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</td>
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<td>12.4</td>
<td>Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shippers' encroachment upon upstream gas supply, transportation, storage, or no-service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events</td>
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<tr>
<td>12.5.1</td>
<td>If Shippers' deliveries and take are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:</td>
</tr>
<tr>
<td>(i)</td>
<td>an Excess Flow Event (Shipper's deliveries exceed takes); or</td>
</tr>
<tr>
<td>(ii)</td>
<td>a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service customers.</td>
</tr>
<tr>
<td>12.5.2</td>
<td>Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and take into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in the Company's notice, the Shippers have not balanced deliveries and take, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</td>
</tr>
<tr>
<td>12.5.3</td>
<td>The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Alternative Daily Index specified in the Agreement.</td>
</tr>
<tr>
<td>12.5.4</td>
<td>If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than the Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) the amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</td>
</tr>
<tr>
<td>12.5.5</td>
<td>If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price.</td>
</tr>
<tr>
<td>12.6</td>
<td>Multi-day Imbalances</td>
</tr>
<tr>
<td>12.6.1</td>
<td>For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month.</td>
</tr>
</tbody>
</table>
| 12.6.2 | Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and
unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 70% 80% From 10% to 15% 70% 130% From 15% to 20% 60% 100% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be the following Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit, and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.
15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE
16.1.3 Except as otherwise provided under the Agreement, applicable Rate Schedule or these General Terms, Shipper expressly agrees to protect, defend, indemnify, and save Company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of Company, Shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the Gas or the transportation of Gas under the Transportation Service Agreement, except to the extent caused by the gross negligence or willful misconduct of Company, its officers, agents and employees. Shipper shall on Company's request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by Company in enforcing this indemnity, including all reasonable attorney's fees.

15.2   Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such cause is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

None
### Delivery Points

<table>
<thead>
<tr>
<th>ID</th>
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**Description:** BEAUMONT, INC.
**Customer:** 33145 CIMA ENERGY

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**Description:** WASKOM, INC.
**Customer:** 33145 CIMA ENERGY

<table>
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**Description:** NACOGDOCHES, INC.
**Customer:** 33145 CIMA ENERGY

<table>
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**Description:** LONGVIEW, INC.
**Customer:** 33145 CIMA ENERGY

### Type of Service Provided

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<thead>
<tr>
<th>TYPE OF SERVICE</th>
<th>SERVICE DESCRIPTION</th>
<th>OTHER TYPE DESCRIPTION</th>
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<tr>
<td>H</td>
<td>Transportation</td>
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### TUC Applicability

**Facts Supporting Section 104.003(b) Applicability**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
## RRC COID: 6263  COMPANY NAME  CENTERPOINT ENERGY ENTEX

<table>
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<tr>
<th>TARIFF CODE:</th>
<th>RRC TARIFF NO:</th>
<th>DESCRIPTION:</th>
<th>STATUS:</th>
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<tr>
<td>DT</td>
<td>32950</td>
<td>Distribution Transportation</td>
<td>A</td>
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**OPERATOR NO:**

- ORIGINAL CONTRACT DATE: 
- RECEIVED DATE: 12/17/2019
- INITIAL SERVICE DATE: 07/11/2019
- TERM OF CONTRACT DATE: 
- INACTIVE DATE: 
- AMENDMENT DATE: 
- CONTRACT COMMENT: None

### REASONS FOR FILING

- NEW FILING: N
- RRC DOCKET NO: 
- CITY ORDINANCE NO: None
- AMENDMENT(EXPLAIN): None
- OTHER(EXPLAIN): Effective 11/1/19: Add Delivery Point - Longview Inc to this tariff.

### PREPARER - PERSON FILING

- RRC NO: 899  ACTIVE FLAG: Y  INACTIVE DATE: 
- FIRST NAME: Alice  MIDDLE: S.  LAST NAME: Hart
- TITLE: Suprv. Reg. Support Services
- ADDRESS LINE 1: P.O. Box 2628
- ADDRESS LINE 2: 
- CITY: Houston  STATE: TX  ZIP: 77252  ZIP4: 2628
- AREA CODE: 713  PHONE NO: 207-5322  EXTENSION: 

### CUSTOMERS

<table>
<thead>
<tr>
<th>CUSTOMER NO</th>
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<tr>
<td>34371</td>
<td>CENTERPOINT ENERGY SERVICES</td>
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</table>
1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for
customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors’ committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent’s principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline.
For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

CURRENT RATE COMPONENT

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<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
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<td>6263</td>
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RRC COID: 6263
COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT
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7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company’s facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications applicable to gas that Company received at the Receipt Point.

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company’s request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetry is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem.
necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY Statute. IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY, (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

Pipeline Safety Inspection Fee: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6,5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.
(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge  @ $1,140.45;
(ii) Administrative Charge  @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  @ $0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery, then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.
OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

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**DESCRIPTION:**
- LATEXO, ENVIRONS
- LONGVIEW, INC.
- LUFKIN, INC.
- MARSHALL, INC.
- SILSBEE, ENVIRONS
- TYLER, ENVIRONS
- BEAUMONT, INC.
- MT. PLEASANT, INC.
- KILGORE, INC.
- VIDOR, INC.
## Delivery Points

<table>
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<th>TYPE</th>
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**DESCRIPTION:** TALCO, ENVIRONS

Customer 34371 CENTERPOINT ENERGY SERVICES

## Type of Service Provided

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<tr>
<th>TYPE OF SERVICE</th>
<th>SERVICE DESCRIPTION</th>
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<tr>
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## TUC Applicability

**Facts Supporting Section 104.003(b) Applicability**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
<thead>
<tr>
<th>RRC COID: 6263</th>
<th>COMPANY NAME: CENTERPOINT ENERGY ENTEX</th>
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<thead>
<tr>
<th>TARIFF CODE: DT</th>
<th>RRC TARIFF NO: 32951</th>
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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**
- ORIGINAL CONTRACT DATE:  
- INITIAL SERVICE DATE: 07/11/2019  
- INACTIVE DATE:  
- RECEIVED DATE: 09/09/2019  
- TERM OF CONTRACT DATE:  
- AMENDMENT DATE:  
- CONTRACT COMMENT: None

**REASONS FOR FILING**
- NEW FILING: Y
- RRC DOCKET NO:  
- CITY ORDINANCE NO: None
- AMENDMENT(Explain): None
- OTHER(Explain): None

**PREPARER - PERSON FILING**
- RRC NO: 899  
- ACTIVE FLAG: Y  
- INACTIVE DATE:  
- FIRST NAME: Alice  
- MIDDLE: S.  
- LAST NAME: Hart  
- TITLE: Suprv. Reg. Support Services  
- ADDRESS LINE 1: P.O. Box 2628  
- ADDRESS LINE 2:  
- CITY: Houston  
- STATE: TX  
- ZIP: 77252  
- ZIP4: 2628  
- AREA CODE: 713  
- PHONE NO: 207-5322  
- EXTENSION:  

**CUSTOMERS**

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<tr>
<th>CUSTOMER NO</th>
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<tr>
<td>29240</td>
<td>LUMINANT ENERGY</td>
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11. FACILITIES

11.1 If all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service reinstatement.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events
12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFOs) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances
12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company’s estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date; (B) the amount owed (whether or not then due) for all charges provided under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY. WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE, TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE
AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES
ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING
AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT,
APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE
HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE
GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS
OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR
DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD
PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER,
WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR
PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER
THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR
WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S
REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL
COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE
ATTORNEY'S FEES.

16.2   Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry
out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a
reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by
such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such
cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial
disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics;
landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental
conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of
pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise,
not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the
discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or
lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the
discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's
obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of
force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

PIPEDLINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline
Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30,
2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where
natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other
facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a
Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; 
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, 
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and 
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51; 
(ii) Administrative Charge @ $17.50/MMBtu of Contract Demand, as defined herein; 
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu 
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51; 
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein; 
(iii) Distribution Charge @ $0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51; 
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein; 
(iii) Distribution Charge @ $0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage; 
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).
MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 H Replaces Rate Schedule T-90 Effective 07-11-19

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

APPLICABILITY

1. These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.5 The term Btu shall mean British Thermal Unit.

2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.8 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.10 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.11 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.12 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
shall furnish to Company:

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper has tended to provide:

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by the Shipper or potential Shipper.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3. APPLICATION FOR SERVICE

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein), including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.14 The term imbalance shall mean the difference in the MMBus of natural gas which Shipper takes at the Delivery Point and the MMBus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.13 The term Minimum Daily Quantity or MDQ shall mean the minimum MMBtu which Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a minimum hourly quantity smaller than 1/15 of the MDQ.

2.12 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.11 The term MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.10 The term MDQ shall mean the total maximum MMBtu which Company shall be obligated to deliver or receive for customer's account in any single day. Company shall not be obligated to agree to a daily quantity greater than 1/365 of the annual MDQ.

2.9 The term MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.8 The term MDQ shall mean the total maximum MMBtu which Company shall be obligated to deliver or receive for customer's account in any single day. Company shall not be obligated to agree to a daily quantity greater than 1/365 of the annual MDQ.

2.7 The term MMBtu shall mean one million (1,000,000) Btu's.

2.6 The term MMBtu shall mean one million (1,000,000) Btu's.

2.5 The term MMBtu shall mean one million (1,000,000) Btu's.

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2.2 The term MMBtu shall mean one million (1,000,000) Btu's.

2.1 The term MMBtu shall mean one million (1,000,000) Btu's.
3.6.1 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None
## RRC COID: 6263
### COMPANY NAME: CENTERPOINT ENERGY ENTEX

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### FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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11. FACILITIES

11.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity...
of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.
<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<td>Cash-Out Price Shipper pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100%: 100% From 5% to 10% 80% 120%: From 10% to 15% 70% 130%: From 15% to 20% 60% 140%: Greater than 20% 50% 150%: 1</td>
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2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month ( Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice ( Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for underpayments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms ( whether or not then due) by Shipper ( including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event ( each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent ( however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES ARE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, COMPANY NAME: CENTERPOINT ENERGY ENTEX
16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper’s obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions
PSIF-13
PIPEDLINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.
T-91 E
CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
BEAUMONT/EAST TEXAS DIVISION
RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.
NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS
Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E
Replaces Rate Schedule T-91
Effective 07-11-19

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C, Rate Schedule T-91 E and T-91 S, Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean:
(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A:
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive.
or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1 A copy of Shipper's most recent audited financial statements;

3.6.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set forth in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company’s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company’s system or adversely affect Company’s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company’s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline.

For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper’s gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper’s scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be
construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions
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**TYPE SERVICE PROVIDED**

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**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RRC COID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**

- **ORIGINAL CONTRACT DATE:**  
- **RECEIVED DATE:** 09/09/2019  
- **INITIAL SERVICE DATE:** 07/11/2019  
- **TERM OF CONTRACT DATE:**  
- **INACTIVE DATE:**  
- **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

- **NEW FILING:** Y  
- **RRC DOCKET NO:**

**CITY ORDINANCE NO:** None  
**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

- **RRC NO:** 899  
- **ACTIVE FLAG:** Y  
- **INACTIVE DATE:**

- **FIRST NAME:** Alice  
- **MIDDLE:** S.  
- **LAST NAME:** Hart

- **TITLE:** Suprv. Reg. Support Services  
- **ADDRESS LINE 1:** P.O. Box 2628  
- **ADDRESS LINE 2:**

- **CITY:** Houston  
- **STATE:** TX  
- **ZIP:** 77252  
- **ZIP4:** 2628

- **AREA CODE:** 713  
- **PHONE NO:** 207-5322  
- **EXTENSION:**

**CUSTOMERS**

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11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events
12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, if a Critical Period Event occurs because of an Excess Flow Event, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company can purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances
12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
### Rate Comp. ID

**15.1.2** file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

**15.1.3** otherwise become bankrupt or insolvent (however evidenced);

**15.1.4** be unable to pay its debts as they fall due;

**15.1.5** have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

**15.1.6** fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

**15.1.7** fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

**15.1.8** not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

**15.1.9** consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

**15.2** If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

**15.3** As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations; interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

### Limitations of Liability and Force Majeure 16.1 Limitations of Liability

**16.1.1** Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

**16.1.2** For breach of any provision or event of default for which an express remedy or measure of damages is provided under the agreement, applicable rate schedule or these general terms, such express remedy or measure of damages shall be the sole and exclusive remedy. A party's liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided under the agreement, applicable rate schedule or these general terms, a party's liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided under the agreement, applicable rate schedule or these general terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations imposed under the agreement, applicable rate schedule or these general terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid under the
16.1.3 Except as otherwise provided under the Agreement, Applicable Rate Schedule or these General Terms, Shipper expressly agrees to protect, defend, indemnify, and save Company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of Company, Shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the Transportation Service Agreement, except to the extent caused by the gross negligence or willful misconduct of Company, its officers, agents and employees. Shipper shall on Company's request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by Company in enforcing this indemnity, including all reasonable attorney's fees.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.
CURRENT RATE COMPONENT

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<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<td></td>
<td>(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;</td>
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<tr>
<td></td>
<td>(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,</td>
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<tr>
<td></td>
<td>(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and</td>
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<tr>
<td></td>
<td>(e) Company does not take title to or own the gas so transported.</td>
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</table>

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17,500.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.7500/MMBtu of Contract Demand, as defined herein;
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $6,250.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu of Contract Demand, as defined herein;
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $4,0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu of Contract Demand, as defined herein;
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage; (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).
MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 H Replaces Rate Schedule T-90 Effective 07-11-19

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92 1.

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
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<th>RATE COMP. ID</th>
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<tr>
<td>2.14</td>
<td>The term imbalance shall mean the difference in the MMBus of natural gas which Shipper takes at the Delivery Point and the MMBus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</td>
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<td>2.15</td>
<td>The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</td>
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<td>2.16</td>
<td>The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</td>
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<td>2.17</td>
<td>The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.</td>
</tr>
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<td>2.18</td>
<td>The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</td>
</tr>
<tr>
<td>2.19</td>
<td>The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein), including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</td>
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<tr>
<td>2.20</td>
<td>The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</td>
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<td>2.21</td>
<td>The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.</td>
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<tr>
<td>2.22</td>
<td>The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</td>
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<td>3</td>
<td>APPLICATION FOR SERVICE</td>
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<tr>
<td>3.1</td>
<td>Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</td>
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<tr>
<td>3.2</td>
<td>Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</td>
</tr>
<tr>
<td>3.3</td>
<td>Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</td>
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<tr>
<td>3.4</td>
<td>Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</td>
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<tr>
<td>3.5</td>
<td>Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.</td>
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<tr>
<td>3.6</td>
<td>Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</td>
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</table>
| 3.6.1        | Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019 Terms & Conditions
### Delivery Points

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<tr>
<th>ID</th>
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**DESCRIPTION:**
- PASADENA, INC.
- MISSOURI CITY, INC.
- HOUSTON, INC.
- HOUSTON, ENVIRONS

**Customer:** 29391

**Description:** CONSTELLATION

### Type of Service Provided

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### TUC Applicability

**Facts Supporting Section 104.003(b) Applicability**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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<tr>
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<td>S.</td>
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<td>LAST NAME:</td>
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11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetering equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity
of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the
CURRENT RATE COMPONENT

RATE COMP. ID

DESCRIPTION
Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
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<td>fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</td>
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<tr>
<td>15.1.9</td>
<td>consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</td>
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<td>15.2</td>
<td>If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</td>
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<td>15.3</td>
<td>As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</td>
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<tr>
<td>15.4</td>
<td>As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</td>
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<tr>
<td>16.1 Limitations of Liability and Force Majeure</td>
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<tr>
<td>16.1.1</td>
<td>Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</td>
<td></td>
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</table>
| 16.1.2 | FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDENITRY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT; OR ACTIVE OR PASSIVE; TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, Company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of Company,
16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.
NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.60/MMBtu Next 750 MMBtu @ $0.40/MMBtu Over 1,500 MMBtu @ $0.20/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.50/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.15/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $5.50/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.10/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS
Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time. Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

1. APPLICABILITY
1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS
2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.
2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.
2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.
2.4 The term Btu shall mean British Thermal Unit.
2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.
2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
2.9 The term Delivery Point shall mean
   (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
   (b) where Company has adequate capacity;
   (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A
   (a) will contain specified information as described in Section 4 herein;
   (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
   (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive
or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set forth in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be
construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None
# RAILROAD COMMISSION OF TEXAS
## GAS SERVICES DIVISION
### GSD - 2 TARIFF REPORT

**TARIFF CODE:** DT  
**RRC TARIFF NO:** 32954

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## TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD - 2 TARIFF REPORT**

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**CUSTOMERS**

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11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events
12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances
12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY’S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY’S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY. WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE
AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

FIRST REVISED TERMS & CONDITIONS REPLACES ORIGINAL T-90, T-91 & T-92 EFFECTIVE 07-11-2019

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 H

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS
For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE
(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;  
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;  
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu  
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;  
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;  
(iii) Distribution Charge @ $0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)
(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;  
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;  
(iii) Distribution Charge @ $0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND
Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;  
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).
MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 H Replaces Rate Schedule T-90 Effective 07-11-19

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

APPLICABILITY

1. These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

(a) will contain specified information as described in Section 4 herein;

(b) will require signed acknowledgement of the Shipper and the End-use Customer; and

(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
3.14 The term imbalance shall mean the difference in the MMBus of natural gas which Shipper takes at the Delivery Point and the MMBus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

3.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

3.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

3.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

3.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

3.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein), including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

3.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

3.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

3.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
3.6.1 Shipper's financial information:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANT OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD - 2 TARIFF REPORT**

**TARIFF CODE:** DT  
**RRC TARIFF NO:** 32955

### DELIVERY POINTS

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**DESCRIPTION:** CONROE, INC.

**CUSTOMER:** 31483  
**DESCRIPTION:** COKINOS

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**DESCRIPTION:** HOUSTON, INC.

**CUSTOMER:** 31483  
**DESCRIPTION:** COKINOS

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**DESCRIPTION:** HOUSTON, ENVIRONS

**CUSTOMER:** 31483  
**DESCRIPTION:** COKINOS

### TYPE SERVICE PROVIDED

- **TYPE OF SERVICE:** H  
- **SERVICE DESCRIPTION:** Transportation

### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
### RRC COID: 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX  
**TARIFF CODE:** DT  
**RRC TARIFF NO:** 32956  

#### DESCRIPTION:  
Distribution Transportation  
**STATUS:** A

#### OPERATOR NO:  
**ORIGINAL CONTRACT DATE:**  
**RECEIVED DATE:** 11/20/2019  
**INITIAL SERVICE DATE:** 07/11/2019  
**TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**  
**AMENDMENT DATE:**

**CONTRACT COMMENT:** None

#### REASONS FOR FILING  
**NEW FILING:** N  
**RRC DOCKET NO:**

**CITY ORDINANCE NO:** None  
**AMENDMENT(EXPLAIN):** Effective 10/1/19: Add Delivery Point - Nacogdoches Inc to this tariff.

**OTHER(EXPLAIN):** None

#### PREPARER - PERSON FILING  
**RRC NO:** 899  
**ACTIVE FLAG:** Y  
**INACTIVE DATE:**  
**FIRST NAME:** Alice  
**MIDDLE:** S.  
**LAST NAME:** Hart  
**TITLE:** Suprv. Reg. Support Services  
**ADDRESS LINE 1:** P.O. Box 2628  
**ADDRESS LINE 2:**

**CITY:** Houston  
**STATE:** TX  
**ZIP:** 77252  
**ZIP4:** 2628  
**AREA CODE:** 713  
**PHONE NO:** 207-5322  
**EXTENSION:**

#### CUSTOMERS  
**CUSTOMER NO:** 33145  
**CUSTOMER NAME:** CIMA ENERGY  
**CONFIDENTIAL?** N

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**Page 1176 of 1633**
11. FACILITIES

11.1 Company shall install, operate and maintain various facilities necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telecommunication equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.1 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.2 If wireless telecommunication service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense various facilities necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity...
12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 100% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected redeliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the...
15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
**Rate Component Description**

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination of all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 For Breach of Any Provision or Event of Default For Which an Express Remedy or Measure of Damages is Provided Under the Agreement, Applicable Rate Schedule or These General Terms, Such Express Remedy or Measure of Damages Shall Be the Sole and Exclusive Remedy. A Party's Liability Hereunder Shall Be Limited as Set Forth in Such Provision, and All Other Remedies or Damages at Law or in Equity Are Waived. If No Remedy or Measure of Damages Is Expressly Provided Under the Agreement, Applicable Rate Schedule or These General Terms, a Party's Liability Shall Be Limited to Direct Actual Damages Only. Such Direct Actual Damages Shall Be the Sole and Exclusive Remedy, and All Other Remedies or Damages at Law or in Equity Are Waived. Unless Expressly Provided Under the Agreement, Applicable Rate Schedule or These General Terms, Neither Party Shall Be Liable for Consequential, Incidental, Punitive, Exemplary or Indirect Damages, Lost Profits or Other Business Interruption Damages, By Statute, in Tort or Contract, Under Any Indemnity Provision or Otherwise. It Is the Intent of the Parties That the Limitations Imposed Under the Agreement, Applicable Rate Schedule or These General Terms on Remedies and the Measure of Damages Be Without Regard to the Cause or Causes Related Thereto, Including the Negligence of Any Party, Whether Such Negligence Be Sole, Joint or Concurrent; Or Active or Passive. To the Extent Any Damages Required to Be Paid Under the Agreement, Applicable Rate Schedule or These General Terms Are Liquidated, the Parties Acknowledge That the Damages are Difficult or Impossible to Determine, or Otherwise Obtaining an Adequate Remedy is Inconvenient and the Damages Calculated Under Such Agreement, Applicable Rate Schedule or These General Terms Constitute a Reasonable Approximation of the Harm or Loss Incurred.

16.1.3 Except as Otherwise Provided Under the Agreement, Applicable Rate Schedule or These General Terms, Shipper Expressly Agrees to Protect, Defend, Indemnify, and Save Company, Its Officers, Directors, and Employees Harmless From and Against Any and All Loss, Destruction, or Damage to Property (Including but Not Limited to Property of Company,
SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY’S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY’S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrest, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper’s obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-91 E

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
BEAUMONT/EAST TEXAS DIVISION
RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.
NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge    @ $315.45;
(ii) Administrative Charge  @ $14.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge   First 750 MMBtu   @ $0.60/MMBtu   Next 750 MMBtu   @ $0.40/MMBtu   Over 1,500 MMBtu  @ $0.20/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge    @ $1,140.45;
(ii) Administrative Charge  @ $6.50/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge   @ $0.15/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge    @ $1,140.45;
(ii) Administrative Charge  @ $5.50/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge   @ $0.10/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS
Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

### Definitions

1. **Agreement or Transportation Service Agreement** shall mean the written agreement for transportation service between Company and the Shipper.

2. **Annual Volume Limitation or AVL** means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

3. **Applicable Index** shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

4. **Btu** shall mean British Thermal Unit.

5. **Business Day** means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

6. **Company’s applicable weighted average cost of gas** shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

7. **Cubic Foot** shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

8. **Day or Daily** shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

9. **Delivery Point** shall mean:
   
   - (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
   - (b) where Company has adequate capacity;
   - (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
   - (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

10. **End-use Customer** shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

11. **Exhibit A** shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A:
   - (a) will contain specified information as described in Section 4 herein;
   - (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
   - (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

12. **gas** or **natural gas** shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

13. **IMBALANCE** shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

14. **Maximum Daily Quantity or MDQ** shall mean the total maximum MMBtu which Company shall be obligated to receive...
or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletyper number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be
construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019 Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

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FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events
12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances
12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
### 15. Limitations of Liability

#### 15.1 Limitations of Liability

- **15.1.2** file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

- **15.1.3** otherwise become bankrupt or insolvent (however evidenced);

- **15.1.4** be unable to pay its debts as they fall due;

- **15.1.5** have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

- **15.1.6** fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

- **15.1.7** fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

- **15.1.8** not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

- **15.1.9** consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

- **15.2** If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

- **15.3** As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:
  - (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

- **15.4** As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

#### 16. Limitations of Liability and Force Majeure

- **16.1 Limitations of Liability**

  - **16.1.1** Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.
AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

First Revised Terms & Conditions

Pipeline Safety Fee: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

Centerpoint Energy Entex Transportation Service Houston Division Rate Schedule No. T-90 H

Availability

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to Centerpoint Energy Entex (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

Application

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

**NET MONTHLY RATE**

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  First 750 MMBtu @ $0.7500/MMBtu  Next 750 MMBtu @ $0.6000/MMBtu  Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

**NET MONTHLY RATE** (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

CURRENT RATE COMPONENT

<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<tr>
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<th>TARIFF CODE</th>
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The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90  H                   Replaces Rate Schedule T-90                       Effective 07-11-19

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):   Rate Schedule T-90 H and T-90 C  Rate Schedule T-91 E and T-91 S  Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
2.14 The term imbalance shall mean the difference in the MMBtu of natural gas which Shipper takes at the Delivery Point and the
MMBtu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in
the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive
or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for
customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the
MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of
the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or
fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided
herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street
crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any
governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service
Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the
quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any
Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any
agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of
facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for
transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by
Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date
specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year
which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to
Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void
if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such
has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation
Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any
other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional
costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural
gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional
administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has
been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of
such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors
upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by
Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper
shall furnish to Company:
3.6.1 Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019 Terms & Conditions

<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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### Delivery Points

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**Description:**

- STAFFORD, INC.
- MISSOURI CITY, INC.
- HOUSTON, INC.
- HOUSTON, ENVIRONS

### Facts Supporting Section 104.003(b) Applicability

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**
**GAS SERVICES DIVISION**
**GSD - 2 TARIFF REPORT**

**RRC COID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

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<th>TARIFF CODE: DT</th>
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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**

- **ORIGINAL CONTRACT DATE:**
- **RECEIVED DATE:** 10/22/2019
- **INITIAL SERVICE DATE:** 07/11/2019
- **TERM OF CONTRACT DATE:**
- **INACTIVE DATE:**
- **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

- **NEW FILING:** N
- **RRC DOCKET NO:**
- **CITY ORDINANCE NO:** None
- **AMENDMENT (EXPLAIN):** Effective 9/1/19: Add Delivery Point - Cut & Shoot Inc to this tariff
- **OTHER (EXPLAIN):**

**PREPARER - PERSON FILING**

- **RRC NO:** 899  
- **ACTIVE FLAG:** Y  
- **INACTIVE DATE:**
- **FIRST NAME:** Alice  
- **MIDDLE:** S.  
- **LAST NAME:** Hart
- **TITLE:** Suprv. Reg. Support Services
- **ADDRESS LINE 1:** P.O. Box 2628
- **ADDRESS LINE 2:**
- **CITY:** Houston  
- **STATE:** TX  
- **ZIP:** 77252  
- **ZIP4:** 2628
- **AREA CODE:** 713  
- **PHONE NO:** 207-5322  
- **EXTENSION:**

**CUSTOMERS**

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1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C, Rate Schedule T-91 E and T-91 S, Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean:

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive.
2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement. 2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper’s scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9 UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions
Continuation from Tnspt Terms T-92 A.

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for
installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunications line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstallation of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Receipt Point(s) with its deliveries to Company at Delivery Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and payments to Company to conform to the imbalances as specified in the notice, then such imbalances shall be deemed to be in excess of the specified notice period.

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12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

(i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
(ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of the cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.
12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the
time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the
obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially
weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the
right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any
defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no
earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the
Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the
Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the
Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due
Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay
the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be
earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of
payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street
Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for
residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or
equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the
basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF
DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,
SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S
LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISIONS AND ALL OTHER REMEDIES OR
DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY
PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S
LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE
THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE
WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE
GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY,
OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR
CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE
LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON
REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED
THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR
CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE
AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES
ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING
AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT,
APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE
HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE
GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS
OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR
DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD
PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER,
WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR
PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER
THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR
WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S
REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY’S FEES.

16.2  Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornados, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-92 H

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-92 H

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas, South Texas, Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas;
(d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 50 MMBtu per day; and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE
Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:

(i) Customer Charge @ $2,514.51;
(ii) Administrative Charge @ $15.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.2500/MMBtu (iv) Payments to Government Authorities, as defined herein.

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which
Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

**BILLING AND PAYMENT**

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAINMENT**

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

**MEASUREMENT**

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

**GENERAL TERMS AND CONDITIONS**

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

**RATE ADJUSTMENT PROVISIONS:**

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**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
RAILROAD COMMISSION OF TEXAS  
GAS SERVICES DIVISION  
GSD - 2 TARIFF REPORT  

RRC COID: 6263  
COMPANY NAME: CENTERPOINT ENERGY ENTEX

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Page 1221 of 1633
11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetering equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events
12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFOs) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed allowable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the following rates per MMBtu:

(i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and

(ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or

(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (delivered but not received by Company), Company will purchase said volumes from Shipper at the price at which Company purchased said volumes from the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received from Company but not delivered to Shipper), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price

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<td>Greater than 20%</td>
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12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company, in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, the invoice shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's bill or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, merger, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON
CURRENT RATE COMPONENT

DESCRIPTION

REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY. WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE, TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-92 C

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-92 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a
RATE COMP. ID

Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas, South Texas, Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas;
(d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 50 MMBtu per day; and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:

(i) Customer Charge @ $2,542.58;
(ii) Administrative Charge @ $15.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.2500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery of or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025;

(ii) The Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage; (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu. (iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located
downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month based on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Tnspt Terms T-92A

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
§ 2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

§ 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

§ 2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

§ 2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

§ 2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

§ 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

§ 2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

§ 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

§ 3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

§ 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

§ 3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

§ 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

§ 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

§ 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

§ 3.6.1.1 A copy of Shipper's most recent audited financial statements;

§ 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

§ 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

§ 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9 UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
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- SUGAR LAND, INC.
- ROSHARON, ENVIRONS
- TEAL RUN, ENVIRONS
- SUGAR LAND, ENVIRONS
- MISSOURI CITY, INC.
- KATY, ENVIRONS
- PECAN GROVE, ENVIRONS
- HOUSTON, INC.
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Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD – 2 TARIFF REPORT**

---

**RRC COID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**

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| CONTRACT COMMENT: | None |

**REASONS FOR FILING**

**NEW FILING:** N  
**RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Effective 4/1/20: Add Delivery Point Lindale Inc to this tariff

**PREPARER - PERSON FILING**

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**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

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11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company’s request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper’s designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if
### Current Rate Component

**Rate Comp. ID**: GFTR0049  
**Date**: 07/28/2020

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#### Description

Company determines in its reasonable judgment that such imbalances:

(i) impair Company’s ability to maintain the operational integrity of its distribution system, or  
(ii) adversely affect Company’s cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper’s deliveries exceed takes); or  
(ii) a Deficient Flow Event (Shipper’s takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO’s) or Operational Alerts (OA’s) serving the Company shall be deemed events which impair the Company’s ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company’s cost of gas purchased for resale to its firm service sales customers.

12.6.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company’s notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper’s account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company’s option, be cashed out based on the Critical Period Price.

12.6.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.6.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper’s gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

(i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and  
(ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.6.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper’s gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper’s then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or  
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or  
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.
12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% From 5% to 10% 80% From 10% to 15% 70% From 15% to 20% 60% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
(ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.
15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS.
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<tr>
<th>TARIFF CODE: DT</th>
<th>RRC TARIFF NO: 32960</th>
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**CURRENT RATE COMPONENT**

**RCC CID: 6263**  
**COMPANY NAME: CENTERPOINT ENERGY ENTEX**

<table>
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<th>DESCRIPTION</th>
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| SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY’S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY’S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPLIED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURES OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT. EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY’S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

**PSIF-14**

**PIPELINE SAFETY INSPECTION FEE:**
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill $1.03, based on $1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

**T-91 E**

**CENTERPOINT ENERGY ENTEX**
**TRANSPORTATION SERVICE**
**BEAUMONT/EAST TEXAS DIVISION**
AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:
(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:
(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:
(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:
(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the
period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s
sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

**MEASUREMENT**

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

**GENERAL TERMS AND CONDITIONS**

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

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<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>Tnspt Terms T-91A</td>
<td>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 &amp; T-92</td>
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1. **APPLICABILITY**

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20

2. **DEFINITIONS**

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean
(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void.
if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors’ committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via
the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the
opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales.
10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Second Revised Terms & Conditions
Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

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- HUNTSVILLE, INC.
- LUFKIN, ENVIRONS
- NACOGDOCHES, INC.
- BEAUMONT, INC.
- CLEVELAND, ENVIRONS
- MT. PLEASANT
- TYLER, INC.
- CARTHAGE, INC.
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- CLEVELAND, INC.
- DAYTON, INC.
- DIBOLL, INC.
- HENDERSON, INC.
- JACKSONVILLE, INC.
- JASPER, INC.
- LATEXO, INC.
- LONGVIEW, ENVIRONS

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### TYPE SERVICE PROVIDED

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I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

Facts Supporting Section 104.003(b) Applicability
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<tr>
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11. FACILITIES

11.1 Company shall maintain and operate whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, Company shall be responsible for their operation and maintenance. Company shall have the right to bill Shipper for all labor, materials and other expense required to operate such facilities. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is using gas delivered to the End-use Customer.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is using gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer. If the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. In no case shall such charge be less than $250.00 per service reinstatement. Reinstatement of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is using gas delivered to the End-use Customer.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events
12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFOs) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances
12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 IfShipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:
   (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY. WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE
AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY’S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY’S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

PSIF-13

T-90 H

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
CURRENT RATE COMPONENT

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<td>(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;</td>
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<td>(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,</td>
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<tr>
<td>(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and</td>
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<tr>
<td>(e) Company does not take title to or own the gas so transported.</td>
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DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $4.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).
The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90  H                   Replaces Rate Schedule T-90                       Effective 07-11-19

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92 1.

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C, Rate Schedule T-91 E and T-91 S, Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
2.14 The term imbalance shall mean the difference in the MMBus of natural gas which Shipper takes at the Delivery Point and the MMBus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrativest costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

   (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
   (b) a standby irrevocable letter of credit acceptable to Company; or
   (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
4.4.6 Upstream Pipeline Contact Information for Confirmations
4.4.7 Indexes:
4.4.7.1 Applicable Monthly Index;
4.4.7.2 Applicable Index Adder; and
4.4.7.3 Applicable Daily Index
4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

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- MONTGOMERY COUNTY, ENVIRONS
- PASADENA, INC.
- SHENANDOAH, INC.
- STAFFORD, INC.
- HOUSTON, INC.
- HOUSTON, ENVIRONS
- WOODLANDS, ENVIRONS
- SOUTH HOUSTON, INC.
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**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):
   - Rate Schedule T-90 H and T-90 C
   - Rate Schedule T-91 E and T-91 S
   - Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

- 3.6.1.1 A copy of Shipper's most recent audited financial statements;
- 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
- 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

1. 3.6.2.1 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

- 3.6.2.1.1 A copy of Shipper's most recent audited financial statements;
- 3.6.2.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
- 3.6.2.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.2.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.6.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.6.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

- 3.6.6.1.1 A copy of Shipper's most recent audited financial statements;
- 3.6.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
- 3.6.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

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- 3.6.6.2.1.1 A copy of Shipper's most recent audited financial statements;
- 3.6.6.2.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
- 3.6.6.2.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.6.2.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court’s jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telemetry line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFOs) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Underage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be the Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as itconcedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 C
CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;

(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;

(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,

(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and

(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;

(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;

(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu

iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
### Rate Component Description

All gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

1. **Customer Charge** @ $1,167.58;
2. **Administrative Charge** @ $4.0000/MMBtu of Contract Demand, as defined herein;
3. **Distribution Charge** @ $0.3500/MMBtu
4. Payments to Government Authorities, as defined herein.

#### Net Monthly Rate (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

1. **Customer Charge** @ $1,167.58;
2. **Administrative Charge** @ $4.0000/MMBtu of Contract Demand, as defined herein;
3. **Distribution Charge** @ $0.1125/MMBtu
4. Payments to Government Authorities, as defined herein.

### Market Design

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

### Equivalent Quantity of Natural Gas

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by the Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a city gate meter station.
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

RATE ADJUSTMENT PROVISIONS:

None
## TARIFF CODE: DT  RRC TARIFF NO: 32962

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### DESCRIPTION:
- **58923**: CHANNEL AREA, ENVIRONS
- **66265**: BAYTOWN, INC.
- **91337**: LIVERPOOL, ENVIRONS
- **202**: LEAGUE CITY, INC.
- **55679**: PASADENA, ENVIRONS

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### FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD - 2 TARIFF REPORT**

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### REASONS FOR FILING
- NEW FILING: Y
- RRC DOCKET NO:
- CITY ORDINANCE NO: None
- AMENDMENT(EXPLAIN): None
- OTHER(EXPLAIN): None

### PREPARER - PERSON FILING
- RRC NO: 899
- ACTIVE FLAG: Y
- INACTIVE DATE:
- FIRST NAME: Alice
- MIDDLE: S.
- LAST NAME: Hart
- TITLE: Suprv. Reg. Support Services
- ADDRESS LINE 1: P.O. Box 2628
- ADDRESS LINE 2:
- CITY: Houston
- STATE: TX
- ZIP: 77252
- ZIP4: 2628
- AREA CODE: 713
- PHONE NO: 207-5322
- EXTENSION:

### CUSTOMERS

<table>
<thead>
<tr>
<th>CUSTOMER NO</th>
<th>CUSTOMER NAME</th>
<th>CONFIDENTIAL?</th>
<th>DELIVERY POINT</th>
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<tbody>
<tr>
<td>24864</td>
<td>TGLO</td>
<td>N</td>
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</table>

Page 1285 of 1633
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY
1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C, Rate Schedule T-91 E and T-91 S, Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS
2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court’s jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service to a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reestablish service at the Delivery Point. In no case shall such charge be less than $250.00 per service restoration.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
### CURRENT RATE COMPONENT

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<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<tr>
<td></td>
<td>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</td>
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<td>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</td>
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<td>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</td>
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<td>12.6 Multi-day Imbalances</td>
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<td>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</td>
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<td>(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or</td>
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<td>(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</td>
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<td>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</td>
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<td>12.7 Monthly Imbalances</td>
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<td>12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 10% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%</td>
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<td>12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be the Cash-out Index plus an Adder as specified in the Agreement.</td>
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<td>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.</td>
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<td>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</td>
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<td>13. BILLING AND PAYMENT</td>
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|              | 13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or any General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RACE SCHEDULE NO. T-90 C

AVAILABILITY
Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION
This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE
(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50
MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:
(i) Customer Charge  @ $1,167.58;
(ii) Administrative Charge  @ $6,250/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu
and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for
the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated
points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the
Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the
period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60)
months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption
measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall
be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of
delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD
shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the
individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under
the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually
metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year
available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or
aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas
utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service
Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or
aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the
quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to
two percent (2%) of the quantity of natural gas delivered by the Shipper to the Receipt Point for line loss and shrinkage when the Shipper is
located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located
downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by
Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any
associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value

Page 1296 of 1633
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to adjust Shipper’s monthly the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ bills based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C  Replaces Rate Schedule T-90  Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None
### RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

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### DESCRIPTION:

- Texas City, Inc.
- Lake Jackson, Inc.
- Katy, Inc.
- Rosenberg, Inc.
- Rosenberg, Environs
- Pecan Grove, Environs
- Rosenberg, Environs
- Fulshear, Inc.

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**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RRC COID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

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**OPERATOR NO:**

- ORIGINAL CONTRACT DATE: 
- RECEIVED DATE: 09/06/2019
- INITIAL SERVICE DATE: 07/11/2019
- TERM OF CONTRACT DATE: 
- INACTIVE DATE: 
- AMENDMENT DATE: 

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

- NEW FILING: Y
- RRC DOCKET NO:

**CITY ORDINANCE NO:** None

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

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**CUSTOMERS**

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APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
### RATE COMP. ID

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</td>
</tr>
<tr>
<td>2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</td>
</tr>
<tr>
<td>2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</td>
</tr>
<tr>
<td>2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.</td>
</tr>
<tr>
<td>2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</td>
</tr>
</tbody>
</table>

### APPLICATION FOR SERVICE

| 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company. |
| 3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution. |
| 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference. |
| 3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement. |
| 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper. |
| 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. |
| 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: |
| 3.6.1.1 A copy of Shipper’s most recent audited financial statements; |
| 3.6.1.2 A copy of Shipper’s most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; |
| 3.6.1.3 A list of Shipper’s affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper’s obligations are being paid on a reasonably prompt basis. |
| 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: |
| 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but |
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set forth in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company’s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company’s system or adversely affect Company’s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company’s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then re-institute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to re-institute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances:
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
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<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<td>Billing shall be prepared based on the quantity nominated by Shipper or Company’s estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month’s billing or as soon thereafter as actual delivery information is available.</td>
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13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company’s invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDUSTRY OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a
reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by
such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such
cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial
disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics;
landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental
conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of
pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise,
not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the
discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or
lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the
discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's
obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of
force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions
PSIF-13 PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline
Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30,
2019.
T-90 C CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where
natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other
facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a
Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast
Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10
MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate
Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book
for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10
MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge \( @ \$1,167.58 \);
(ii) Administrative Charge \( @ \$6.2500/MMBtu \) of Contract Demand, as defined herein;
(iii) Distribution Charge \( @ \$0.3500/MMBtu \)
(iv) Payments to Government Authorities, as defined herein.

**NET MONTHLY RATE (cont'd)**

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge \( @ \$1,167.58 \);
(ii) Administrative Charge \( @ \$4.0000/MMBtu \) of Contract Demand, as defined herein;
(iii) Distribution Charge \( @ \$0.1125/MMBtu \)
(iv) Payments to Government Authorities, as defined herein.

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by the Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value...
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C  Replaces Rate Schedule T-90  Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None
### TARIFF REPORT

#### RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

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**DESCRIPTION:** LIVERPOOL, INC.

- **Customer:** 33495  NORTH STAR GAS

#### TYPE SERVICE PROVIDED

- **TYPE OF SERVICE:** H  **SERVICE DESCRIPTION:** Transportation

#### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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Page 1314 of 1633
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
### Rate Component Description

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

### 3. Application for Service

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court’s jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper’s ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company’s credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent’s principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
### RATE COMPONENT: RECEIPT OF GAS FOR TRANSPORT

7. **RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

### WARRANTY OF TITLE

8. **WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

### UNACCEPTABLE QUANTITIES

9. **UNACCEPTABLE QUANTITIES**

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

### GAS TRANSPORTED BY COMPANY

10. **GAS TRANSPORTED BY COMPANY**

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

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First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions
Tnspt Terms T-90B
Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. **FACILITIES**

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service reinstatement. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service reinstatement. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Underage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Overage, the Cash Out Price shall be the Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE
If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE, TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION
PSIF-13 CENTERPOINT ENERGY ENTEX
T-90 C TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
CURRENT RATE COMPONENT

RATE COMP. ID

all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50
MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100
MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu
and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for
the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated
points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the
Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the
period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60)
months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption
measured in Mcf but did not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall
be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of
delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD
shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for
this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change
that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a
new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the
individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the
new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually
metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year
available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery
or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas
utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service
Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or
aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the
quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to
two percent (2%) of the quantity of natural gas delivered by the Shipper to the Receipt Point for line loss and shrinkage when the Shipper is
located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located
downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by
Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any
associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price
paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities
in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date
the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the
governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify
Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which
Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are
not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation
service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be
rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered.
Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that
adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall
bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General
Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made
credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s
sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which
provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract
expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use
Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use
customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries
hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or
regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment
priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages
or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be
in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to
reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and
Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation
Service, as amended from time to time.

Original Rate Schedule T-90-C Replaces Rate Schedule T-90 Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

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**DEPARTMENT OF TRANSPORTATION**

**TYPE OF SERVICE**

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**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
## TARIFF CODE: DT
### RRC TARIFF NO: 32966

### ORIGINAL CONTRACT DATE:  07/11/2019

### RECEIVED DATE:  09/06/2019

### TERM OF CONTRACT DATE:  

### AMENDMENT DATE:  

### DESCRIPTION:  Distribution Transportation

### OPERATOR NO:  

### INACTIVE DATE:  07/11/2019

### STATUS:  A

### NEW FILING:  Y

### RRC DOCKET NO:  

### CITY ORDINANCE NO:  

### AMENDMENT(EXPLAIN):  None

### OTHER(EXPLAIN):  None

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### COMPANY NAME:  CENTERPOINT ENERGY ENTEX

### CUSTOMER NO:  34368

### CUSTOMER NAME:  INFINITE ENERGY

### CONFIDENTIAL?:  N

---

### TITLE:  Suprv. Reg. Support Services

### ADDRESS LINE 1:  P.O. Box 2628

### CITY:  Houston

### STATE:  TX

### ZIP:  77252  ZIP4:  2628

### PHONE NO:  207-5322

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### ADDRESS LINE 2:  

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### RRC NO:  899  ACTIVE FLAG: Y  INACTIVE DATE:  

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### READY FOR FILING

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### CUSTOMER NO:  

### CUSTOMER NAME:  

### CONFIDENTIAL?:  

### DELIVERY POINT:  

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### CUSTOMER NO:  

### CUSTOMER NAME:  

### CONFIDENTIAL?:  

### DELIVERY POINT:  

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1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):  
   Rate Schedule T-90 H and T-90 C  
   Rate Schedule T-91 E and T-91 S  
   Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.  

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANT OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnsp Terms T-90B
Continuation from Tnsp Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunications line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
### Description

Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

   (a) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

   (b) As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 For breach of any provision or event of default for which an express remedy or measure of damages is provided under the Agreement, Applicable Rate Schedule or these general terms, such express remedy or measure of damages shall be the sole and exclusive remedy. A party's liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided under the Agreement, Applicable Rate Schedule or these general terms, a party's liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided under the Agreement, Applicable Rate Schedule or these general terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations imposed under the Agreement, Applicable Rate Schedule or these general terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive, to the extent any damages required to be paid under the Agreement, Applicable Rate Schedule or these general terms are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated under such agreement, Applicable Rate Schedule or these general terms constitute a reasonable approximation of the harm or loss incurred.

16.1.3 Except as otherwise provided under the Agreement, Applicable Rate Schedule or these general terms, Shipper expressly agrees to protect, defend, indemnify, and save Company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of Company, Shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the Transportation Service Agreement, except to the extent caused by the gross negligence or willful misconduct of Company, its officers, agents and employees. Shipper shall on Company's request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by Company in enforcing this indemnity, including all reasonable attorney's fees.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu per day shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.750/MMBtu Next 750 MMBtu @ $0.600/MMBtu Over 1,500 MMBtu @ $0.450/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for...
## Current Rate Component

### Rate Comp. ID

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
</tr>
</thead>
</table>
| all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:
| (i) Customer Charge @ $1,167.58; |
| (ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein; |
| (iii) Distribution Charge @ $0.3500/MMBtu |
| (iv) Payments to Government Authorities, as defined herein. |

### Net Monthly Rate (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>(i) Customer Charge @ $1,167.58;</td>
</tr>
<tr>
<td>(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;</td>
</tr>
<tr>
<td>(iii) Distribution Charge @ $0.1125/MMBtu</td>
</tr>
<tr>
<td>(iv) Payments to Government Authorities, as defined herein.</td>
</tr>
</tbody>
</table>

### Annual Rate Adjustment

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

### Equivalent Quantity of Natural Gas

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by the Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

### Payments to Governmental Authorities

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value...
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90-C  Replaces Rate Schedule T-90  Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None
## Delivery Points

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**Description:** SUGAR LAND, INC.

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<tr>
<td>34368</td>
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**Description:** BAYTOWN, INC.

<table>
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## Type Service Provided

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## TUC Applicability

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

---

Page 1341 of 1633
<table>
<thead>
<tr>
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<tbody>
<tr>
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<td>CONTRACT COMMENT:</td>
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### REASONS FOR FILING
- NEW FILING: Y
- CITY ORDINANCE NO: None
- AMENDMENT(EXPLAIN): None
- OTHER(EXPLAIN): None

### PREPARER - PERSON FILING
- RRC NO: 899
- ACTIVE FLAG: Y
- INACTIVE DATE: |
- FIRST NAME: Alice
- MIDDLE: S.
- LAST NAME: Hart
- TITLE: Suprv. Reg. Support Services
- ADDRESS LINE 1: P.O. Box 2628
- ADDRESS LINE 2: |
- CITY: Houston
- STATE: TX
- ZIP: 77252
- ZIP4: 2628
- AREA CODE: 713
- PHONE NO: 207-5322
- EXTENSION: |

### CUSTOMERS
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<tbody>
<tr>
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</table>
1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point; net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule;
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's request, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B
Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstitution of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances:
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Receipt Point, then Company will purchase said volumes from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper by Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 50% 100% 150% Greater than 5%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
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billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
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Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination of all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

- (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 For breach of any provision or event of default for which an express remedy or measure of damages is provided under the Agreement, applicable rate schedule or these general terms, such express remedy or measure of damages shall be the sole and exclusive remedy. A party's liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided under the Agreement, applicable rate schedule or these general terms, a party's liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided under the Agreement, applicable rate schedule or these general terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations imposed under the Agreement, applicable rate schedule or these general terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid under the Agreement, applicable rate schedule or these general terms are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated under such agreement, applicable rate schedule or these general terms constitute a reasonable approximation of the harm or loss incurred.

16.1.3 Except as otherwise provided under the Agreement, applicable rate schedule or these general terms, shipper expressly agrees to protect, defend, indemnify, and save company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of company, shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the transportation service agreement, except to the extent caused by the gross negligence or willful misconduct of company, its officers, agents and employees. Shipper shall on company's request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by company in enforcing this indemnity, including all reasonable attorney's fees.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.
**CURRENT RATE COMPONENT**

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<td>all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</td>
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<td>(i) Customer Charge @ $1,167.58; (ii) Administrative Charge @ $6,250.00/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ $0.3500/MMBtu; (iv) Payments to Government Authorities, as defined herein.</td>
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**NET MONTHLY RATE (cont’d)**

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58; (ii) Administrative Charge @ $4,000.00/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ $0.1125/MMBtu; (iv) Payments to Government Authorities, as defined herein.

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be calculated taking into account those operational changes; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery, then a new Initial CD shall be calculated; (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu; (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by the Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value...
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C                  Replaces Rate Schedule T-90                  Effective 07-11-9

RATE ADJUSTMENT PROVISIONS:

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**TYPE SERVICE PROVIDED**

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**DELIVERY POINTS**

- **ID**
- **TYPE**
- **UNIT**
- **CURRENT CHARGE**
- **EFFECTIVE DATE**
- **CONFIDENTIAL**

*Customer* 29391

**DESCRIPTION:**

- SUGAR LAND, INC.
- DEER PARK, INC.
- WEBSTER, INC.
- BAYTOWN, INC.
- PEARLAND, INC.
- FREEPORT, INC.
- PECAN GROVE, ENVIRONS
- HOUSTON, INC.
- RICHMOND, ENVIRONS
### TUC APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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### 11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetering equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service reinstatement.

### 12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and

(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events
12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

   (i) impair Company's ability to maintain the operational integrity of its distribution system, or
   (ii) adversely affect Company's cost of gas purchased for resale to its firm service customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

   (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

   (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
   (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances
12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracies.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations; and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY’S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY’S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY. WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE
**AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.**

16.1.3 Except as otherwise provided under the Agreement, Applicable Rate Schedule or these General Terms, Shipper expressly agrees to protect, defend, indemnify, and save Company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of Company, Shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the Transportation Service Agreement, except to the extent caused by the gross negligence or willful misconduct of Company, its officers, agents and employees. Shipper shall, on Company's request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by Company in enforcing this indemnity, including all reasonable attorney's fees.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

**PIPELINE SAFETY INSPECTION FEE:** Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 C

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

**AVAILABILITY**

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

**APPLICATION**

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion.
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE
(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)
(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND
Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

### ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

### EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

### PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

### OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

### BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

### NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

### WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

### CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).
MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C Replaces Rate Schedule T-90 Effective 07-11-19

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S. 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
### Rate Component Description

2.14 The term imbalance shall mean the difference in the MMBus of natural gas which Shipper takes at the Delivery Point and the MMBus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m., Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

### Application for Service

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
3.6.1 A copy of Shipper's most recent audited financial statements;
3.6.2 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.
3.6.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.
3.6.4 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:
   (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
   (b) a standby irrevocable letter of credit acceptable to Company; or
   (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT
4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.
4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.
4.3 All approved Shippers must submit an Exhibit A for any of the following:
   4.3.1 A request to initiate transportation service at a specified Delivery Point;
   4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
   4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
   4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.
4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
   4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
   4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
   4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
   4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
4.4.6 Upstream Pipeline Contact Information for Confirmations
4.4.7 Indexes:
   4.4.7.1 Applicable Monthly Index;
   4.4.7.2 Applicable Index Adder; and
   4.4.7.3 Applicable Daily Index
4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.
4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS
5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:
   (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
   (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
   (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except as to those changed by or in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and, any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions
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**DESCRIPTION:**
- LEAGUE CITY, INC.
- TEXAS CITY, INC.
- SUGAR LAND, INC.
- DICKINSON, INC.
- WEBSTER, INC.
- BAYTOWN, INC.
- ANGLETON, INC.
- KATY, INC.
- PEARLAND, INC.
- HOUSTON, ENVIRONS

**CURRENT CHARGE:**
- $0.000

**EFFECTIVE DATE:**
- 10/01/2019
- 07/11/2019

**CONFIDENTIAL:**
- N

**DELIVERY POINTS:**
- Customer 31483
- Customer 31483
- Customer 31483
- Customer 31483
- Customer 31483
- Customer 31483
- Customer 31483
- Customer 31483
- Customer 31483

**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**RRC COID:** 6263

**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**RRC TARFF NO:** 32968

**TARIFF CODE:** DT
### DELIVERY POINTS

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- **DESCRIPTION**: LA PORTE, INC.
- **DESCRIPTION**: ROSENBERG, INC.
- **DESCRIPTION**: MISSOURI CITY, INC.
- **DESCRIPTION**: KEMAH, INC.
- **DESCRIPTION**: PEARLAND, ENVIRONS

### TYPE SERVICE PROVIDED

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<tr>
<th>TYPE OF SERVICE</th>
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<tbody>
<tr>
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### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
<thead>
<tr>
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| NEW FILING: Y | RRC DOCKET NO: |
| CITY ORDINANCE NO: | |
| AMENDMENT(EXPLAIN): None |
| OTHER(EXPLAIN): None |

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<tr>
<td>------------</td>
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PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the
2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

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<th>CURRENT RATE COMPONENT</th>
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</thead>
<tbody>
<tr>
<td>CENTERPOINT ENERGY ENTEX</td>
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</table>
3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the grend of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

T-90 C

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby.
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10
MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate
Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book
for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10
MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu

iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50
MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu

(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100
MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu

(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu
and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for
the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated
points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the
Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for
the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60)
months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption
measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall
be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of
delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD
shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for
this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change
that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a
new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the
individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the
new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually
metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year
available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery
or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.
ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys` fees, which Company may incur as a result of Shipper`s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company`s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months` billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company`s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT
11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company’s request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper’s designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper’s designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper’s designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper’s designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper’s designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company’s upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the
12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMbtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company can require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMbtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliverable volumes within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support.
Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY
16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.
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<td>D</td>
<td>MMBtu</td>
<td>$.0000</td>
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### Delivery Points

<table>
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<tr>
<th>ID</th>
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<th>UNIT</th>
<th>CURRENT CHARGE</th>
<th>EFFECTIVE DATE</th>
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</tbody>
</table>

- **Description:** KATY, INC.
- **Customer:** 33145 CIMA ENERGY

| 77073 | D    | MMBtu | $0.000         | 07/11/2019     | N            |
|      |      |      |                |                |              |
|      |      |      |                |                |              |

- **Description:** PEARLAND, INC.
- **Customer:** 33145 CIMA ENERGY

| 77973 | D    | MMBtu | $0.000         | 07/11/2019     | N            |
|      |      |      |                |                |              |
|      |      |      |                |                |              |

- **Description:** CLUTE, INC.
- **Customer:** 33145 CIMA ENERGY

| 77975 | D    | MMBtu | $0.000         | 07/11/2019     | N            |
|      |      |      |                |                |              |
|      |      |      |                |                |              |

- **Description:** FRIENDSWOOD, ENVIRONS
- **Customer:** 33145 CIMA ENERGY

| 77977 | D    | MMBtu | $0.000         | 07/11/2019     | N            |
|      |      |      |                |                |              |
|      |      |      |                |                |              |

- **Description:** KATY, ENVIRONS
- **Customer:** 33145 CIMA ENERGY

| 77981 | D    | MMBtu | $0.000         | 07/11/2019     | N            |
|      |      |      |                |                |              |
|      |      |      |                |                |              |

- **Description:** SEABROOK, INC.
- **Customer:** 33145 CIMA ENERGY

| 78666 | D    | MMBtu | $0.000         | 07/11/2019     | N            |
|      |      |      |                |                |              |
|      |      |      |                |                |              |

- **Description:** BROOKSHIRE, INC.
- **Customer:** 33145 CIMA ENERGY

### Type of Service Provided

<table>
<thead>
<tr>
<th>TYPE OF SERVICE</th>
<th>SERVICE DESCRIPTION</th>
<th>OTHER TYPE DESCRIPTION</th>
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</thead>
<tbody>
<tr>
<td>H</td>
<td>Transportation</td>
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</tr>
</tbody>
</table>

### TUC Applicability

**Facts Supporting Section 104.003(b) Applicability**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RRC COID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

<table>
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<th><strong>TARIFF CODE:</strong> DT</th>
<th><strong>RRC TARIFF NO:</strong> 32970</th>
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<tr>
<td><strong>DESCRIPTION:</strong> Distribution Transportation</td>
<td><strong>STATUS:</strong> A</td>
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<tr>
<td><strong>ORIGINAL CONTRACT DATE:</strong></td>
<td><strong>RECEIVED DATE:</strong> 09/06/2019</td>
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<tr>
<td><strong>INITIAL SERVICE DATE:</strong> 07/11/2019</td>
<td><strong>TERM OF CONTRACT DATE:</strong></td>
</tr>
<tr>
<td><strong>INACTIVE DATE:</strong></td>
<td><strong>AMENDMENT DATE:</strong></td>
</tr>
<tr>
<td><strong>CONTRACT COMMENT:</strong> None</td>
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</tbody>
</table>

**REASONS FOR FILING**

- **NEW FILING:** Y  
- **RRC DOCKET NO:** |

**CITY ORDINANCE NO:** None  
**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

- **RRC NO:** 899  
- **ACTIVE FLAG:** Y  
- **INACTIVE DATE:**  
- **FIRST NAME:** Alice  
- **MIDDLE:** S.  
- **LAST NAME:** Hart  
- **TITLE:** Suprv. Reg. Support Services  
- **ADDRESS LINE 1:** P.O. Box 2628  
- **CITY:** Houston  
- **STATE:** TX  
- **ZIP:** 77252  
- **ZIP4:** 2628  
- **AREA CODE:** 713  
- **PHONE NO:** 207-5322  
- **EXTENSION:** |

**CUSTOMERS**

<table>
<thead>
<tr>
<th><strong>CUSTOMER NO</strong></th>
<th><strong>CUSTOMER NAME</strong></th>
<th><strong>CONFIDENTIAL?</strong></th>
<th><strong>DELIVERY POINT</strong></th>
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</thead>
<tbody>
<tr>
<td>24864</td>
<td>TGLO</td>
<td>N</td>
<td></td>
</tr>
</tbody>
</table>
11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to install or maintain telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive, transmit at and beyond the Delivery Point.

11.1.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.1.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events
12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper’s (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper’s takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it has received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes
15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
15.1.3 otherwise become bankrupt or insolvent (however evidenced);
15.1.4 be unable to pay its debts as they fall due;

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
15.1.3 otherwise become bankrupt or insolvent (however evidenced);
15.1.4 be unable to pay its debts as they fall due;
15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE
16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.
NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $5.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.
EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS
Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time. Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19.

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean:

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A:

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive...
or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set forth in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be
6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

**RATE ADJUSTMENT PROVISIONS:**

None
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### DESCRIPTION:
- **NACOGDOCHES, INC.**
  - Customer: 24864
  - TGLO
- **TYLER, INC.**
  - Customer: 24864
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- **NEW BOSTON, ENV.**
  - Customer: 24864
  - TGLO

## TYPE SERVICE PROVIDED

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## TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD - 2 TARIFF REPORT**

**RRC CID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**

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**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N  
**RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None  
**OTHER(EXPLAIN):** Effective 4/1/20: Add Delivery Point Pecan Grove Env and change the Customer to CenterPoint Energy Services and change Customer to this tariff

**PREPARER - PERSON FILING**

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**CUSTOMERS**

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<tr>
<th>CUSTOMER NO</th>
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**INACTIVE DATE:**  
**AMENDMENT DATE:**  
**ORIGINAL CONTRACT DATE:**  
**RECEIVED DATE:**  
**TERM OF CONTRACT DATE:**  
**AMENDMENT DATE:**  
**INITIAL SERVICE DATE:**

**CONTACT:**

- **CUSTOMER NAME:** CENTERPOINT ENERGY SERVICES
- **DELIVERY POINT:** N
11. FACILITIES

11.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, the applicable rates, if any, will be applied to the cost of such services.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to maintain or repair such equipment and services.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer. Should Shipper or Shipper's designee fail to maintain or repair any facility the Company provides to the End-use Customer, Company may deem such facility necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.4 For all meters being served under these General Terms for Transportation Service:

(i) Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

(ii) If wireless service is not available at a specific site or location, Company shall install analog telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to maintain or repair such equipment and services.

(iii) Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Should Shipper or Shipper's designee fail to maintain or repair telecommunication lines, Company shall have the right to bill Shipper for all labor, materials and other expense required to maintain or repair telecommunications equipment and services.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events
12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances
### 12.1.1 Make an assignment or any general arrangement for the benefit of creditors;

### 12.1.2 In the event (each an Event of Default) Shipper or its guarantor shall:

#### 15. EVENT OF DEFAULT AND EARLY TERMINATION

- Continuing nature acceptable to Company.
- Agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of an obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's
- Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) or other assurance of creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.
- If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or
- 13. BILLING AND PAYMENT

#### 13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

#### 13.2 Shipper shall remit the amount due under Section

#### 13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

#### 13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

#### 13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presuming final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

### 14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

### 15. EVENT OF DEFAULT AND EARLY TERMINATION

#### 15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

#### 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date.  Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims.  Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 For breach of any provision or event of default for which an express remedy or measure of damages is provided under the agreement, applicable rate schedule or these general terms, such express remedy or measure of damages shall be the sole and exclusive remedy.  A party's liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived.  If no remedy or measure of damages is expressly provided under the agreement, applicable rate schedule or these general terms, a party's liability shall be limited to direct actual damages only.  Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived.  Unless expressly provided under the agreement, applicable rate schedule or these general terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise.  It is the intent of the parties that the limitations imposed under the agreement, applicable rate schedule or these general terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive.  To the extent any damages required to be paid under the
16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY’S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY’S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PSIF-14

PIPELINE SAFETY INSPECTION FEE:

Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill $1.03, based on $1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-90 C

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery
or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment
priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C Replaces Rate Schedule T-90 Effective 07-11-19

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS

2.1 The Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company’s applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company’s residential and commercial customers in the same jurisdiction as the Shipper’s End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
Company.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.
3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;

(b) a standby irrevocable letter of credit acceptable to Company; or

(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline...
6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

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**Description:**

- PEARLAND, ENVIRONS
- EL LAGO, INC
- MONT BELVIEU, ENVIRONS
- MORGAN'S POINT, INC.

**Type Service Provided**

- **Type of Service:** H
- **Service Description:** Transportation
- **Other Type Description:**

**TUC Applicability**

**Facts Supporting Section 104.003(b) Applicability**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
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<tr>
<th>CUSTOMER NO</th>
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PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

**CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE **
**TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C**

**AVAILABILITY**

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

**APPLICATION**

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

**NET MONTHLY RATE**

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.50/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.750/MMBtu Next 750 MMBtu @ $0.600/MMBtu Over 1,500 MMBtu @ $0.450/MMBtu iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $6.25/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.35/MMBtu
(iv) Payments to Government Authorities, as defined herein.

**NET MONTHLY RATE (cont’d)**

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $4.00/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:
(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed. a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.
RAILROAD COMMISSION OF TEXAS
GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Tnsp Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Replaces Rate Schedule T-90 Effective 07-11-19

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company’s applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company’s residential and commercial customers in the same jurisdiction as the Shipper’s End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately
contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.
3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS
5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior
to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall
be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such
weekend or holiday. Nominations shall be submitted via the Company’s internet based nomination system. Company and the Shipper
may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company
shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the
arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the
Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the
month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the
Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline
transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company
as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict
with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute
or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be
construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General
Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by
Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement
at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's
system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that
does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by
Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point
necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional
facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause
Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be
delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions,
debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify
Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out
of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that
Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales
customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working
pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point
may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality
specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent
operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas
11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetering equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any particular Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including.
12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFOs) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.
plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's
15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S
LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENTION OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INNGUGVTHE DAMAGEN THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions
### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD - 2 TARIFF REPORT**

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<th>CENTERPOINT ENERGY ENTEX</th>
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**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N  
**RRC DOCKET NO:**

**CITY ORDINANCE NO:** None  
**AMENDMENT(EXPLAIN):** Effective 12/1/19: Add Delivery Points - Karnes City Inc and Karnes City Env to this tariff.

**PREPARER - PERSON FILING**

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**CUSTOMERS**

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1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for...
customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline.

For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-91 S

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
SOUTH TEXAS DIVISION
RATE SCHEDULE NO. T-91 S

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $327.20;
(ii) Administrative Charge @ $4,000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.6000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,152.20;
(ii) Administrative Charge @ $6,500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,152.20;
(ii) Administrative Charge @ $5,500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).
11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetric is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.
12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. A prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation,
12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION
15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATION OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR
16.1.3 Except as otherwise provided under the Agreement, Applicable Rate Schedule or these General Terms, Shipper expressly agrees to protect, defend, indemnify, and save Company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of Company, Shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the Transportation Service Agreement, except to the extent caused by the gross negligence or willful misconduct of Company, its officers, agents and employees. Shipper shall on Company’s request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by Company in enforcing this indemnity, including all reasonable attorney’s fees.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:
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- EDROY, ENVIRONS
- KINGSVILLE, INC.
- BASTROP, ENVIRONS
- BASTROP, INC.
- HONDO, INC.
- EL CAMPO, ENVIRONS
- GREGORY INC.
- KENEDY, ENVIRONS
- LAREDO, INC.
- NEW BRAUNFELS, ENVIRONS

**CUSTOMER:**
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- UNIVERSAL CITY, INC.
- ALICE, INC.
- LA GRANGE, INC.
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### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**

**GAS SERVICES DIVISION**

**GSD - 2 TARIFF REPORT**

---

**RRC COID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

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- **ORIGINAL CONTRACT DATE:**
- **INITIAL SERVICE DATE:** 08/01/2019
- **RECEIVED DATE:** 09/20/2019
- **TERM OF CONTRACT DATE:**
- **INACTIVE DATE:**
- **AMENDMENT DATE:**
- **CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y  
**RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** None

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**PREPARER - PERSON FILING**

- **RRC NO:** 899  
- **ACTIVE FLAG:** Y  
- **INACTIVE DATE:**

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APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court’s jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper’s ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company’s credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent’s principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;
4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
### RATE COMPONENT DESCRIPTION

#### 7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

#### 8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

#### 9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

#### 10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

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**First Revised Terms & Conditions**
Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnsp Terms T-90B
Continuation from Tnsp Terms T-92 A.
CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

#### 11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3.1 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3.2 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances:
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such over-delivered volumes at the Critical Period Price. Any such change will be applied to imbalances at the Critical Period Price. The first 5% of under-delivered volumes will be cashed out at a rate equal to 150% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at a rate equal to 50% of the Critical Period Price. The first 5% of under-delivered volumes will be cashed out at a rate equal to 150% of the Critical Period Price.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected re-deliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Underage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be
adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date
is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be
correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the
disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount
disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to
enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the
date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall
Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit
and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent
reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices
and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be
deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two
(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment
within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or
these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the
creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support
Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's
obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin
agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a
continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any
bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or
substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a
written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such
payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the
time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the
obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially
weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the
right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination of all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 For breach of any provision or event of default for which an express remedy or measure of damages is provided under the Agreement, applicable rate schedule or these general terms, such express remedy or measure of damages shall be the sole and exclusive remedy. A party's liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided under the Agreement, applicable rate schedule or these general terms, a party's liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided under the Agreement, applicable rate schedule or these general terms, neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations imposed under the Agreement, applicable rate schedule or these general terms on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid under the Agreement, applicable rate schedule or these general terms are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated under such agreement, applicable rate schedule or these general terms constitute a reasonable approximation of the harm or loss incurred.

16.1.3 Except as otherwise provided under the Agreement, applicable rate schedule or these general terms, Shipper expressly agrees to protect, defend, indemnify, and save Company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of Company, Shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the transportation service agreement, except to the extent caused by the gross negligence or willful misconduct of Company, its officers, agents and employees. Shipper shall on Company's request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by Company in enforcing this indemnity, including all reasonable attorney's fees.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge  First 750 MMBtu @ $0.750/MMBtu Next 750 MMBtu @ $0.600/MMBtu Over 1,500 MMBtu @ $0.450/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
<table>
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<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
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<td></td>
<td>all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</td>
</tr>
<tr>
<td>(i)</td>
<td>Customer Charge @ $1,167.58;</td>
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<tr>
<td>(ii)</td>
<td>Administrative Charge @ $6,2500/MMBtu of Contract Demand, as defined herein;</td>
</tr>
<tr>
<td>(iii)</td>
<td>Distribution Charge @ $0.3500/MMBtu</td>
</tr>
<tr>
<td>(iv)</td>
<td>Payments to Government Authorities, as defined herein.</td>
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**NET MONTHLY RATE (cont’d)**

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;  
(ii) Administrative Charge @ $4,0000/MMBtu of Contract Demand, as defined herein;  
(iii) Distribution Charge @ $0.1125/MMBtu  
(iv) Payments to Government Authorities, as defined herein.

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;  
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.  
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by the Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value...
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C
Replaces Rate Schedule T-90
Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None
### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
<thead>
<tr>
<th>CUSTOMER NO</th>
<th>CUSTOMER NAME</th>
<th>CONFIDENTIAL?</th>
<th>DELIVERY POINT</th>
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<tbody>
<tr>
<td>33495</td>
<td>NORTH STAR GAS</td>
<td>N</td>
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</table>

**RRC COID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX  
**TARIFF CODE:** DT  
**RRC TARIFF NO:** 33017  
**DESCRIPTION:** Distribution Transportation  
**STATUS:** A  
**OPERATOR NO:**  
**ORIGINAL CONTRACT DATE:**  
**RECEIVED DATE:** 05/08/2020  
**INITIAL SERVICE DATE:** 08/01/2019  
**TERM OF CONTRACT DATE:**  
**INACTIVE DATE:**  
**AMENDMENT DATE:**  
**CONTRACT COMMENT:** None  
**REASONS FOR FILING:**  
**NEW FILING:** N  
**RRC DOCKET NO:**  
**CITY ORDINANCE NO:** None  
**AMENDMENT(EXPLAIN):** Effective 10/1/19: Admin Oversight - Add Delivery Point Houston Env to this tariff  
**OTHER(EXPLAIN):**  
**PREPARER - PERSON FILING:**  
**RRC NO:** 1182  
**ACTIVE FLAG:** Y  
**INACTIVE DATE:**  
**FIRST NAME:** Pandy  
**MIDDLE:**  
**LAST NAME:** Livingston  
**TITLE:** Reg. Data Specialist  
**ADDRESS LINE 1:** P.O. Box 2628  
**ADDRESS LINE 2:**  
**CITY:** Houston  
**STATE:** TX  
**ZIP:** 77252  
**ZIP4:** 2628  
**AREA CODE:** 713  
**PHONE NO:** 207-5571  
**EXTENSION:**  
**CUSTOMERS:**  
<table>
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</table>
11. FACILITIES

11.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for its transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events
12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances
12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company, in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY. WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE
AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY’S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY’S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 C
CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
RAILROAD COMMISSION OF TEXAS
GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

RAILROAD COMMISSION OF TEXAS
GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.50/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge
@ $0.75/MMBtu
@ $0.60/MMBtu
@ $0.45/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $6.25/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.35/MMBtu

(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $4/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu

(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in MMBtu during a billing period shall be equal to the sum of:

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
### ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

### EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

### PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

### OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

### BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

### NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

### WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

### CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).
MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C Replaces Rate Schedule T-90 Effective 07-11-19

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
2.14 The term imbalance shall mean the difference in the MMBus of natural gas which Shipper takes at the Delivery Point and the MMBus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein), including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019 Terms & Conditions
### DELIVERY POINTS

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**DESCRIPTION:** HOUSTON, INC.

**Customer:** 33495  NORTH STAR GAS

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**DESCRIPTION:** HOUSTON, ENVIRONS

**Customer:** 33495  NORTH STAR GAS

### TYPE SERVICE PROVIDED

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### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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**APPLICATION**

1. These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

**DEFINITIONS**

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

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2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A:

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court’s jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper’s ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company’s credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANT OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019 Terms & Conditions

Tnspt Terms T-90B  Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service reinstatement. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
### 12.5 Multi-day Imbalances

#### 12.5.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

#### 12.6 Multi-day Imbalances

#### 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

#### 12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

#### 12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

#### 12.7 Monthly Imbalances

#### 12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded excesses volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded deliveries volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

#### 12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

#### 12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

#### 12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

#### 13. BILLING AND PAYMENT

#### 13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
**RATE COMP. ID**: 6263  
**COMPANY NAME**: CENTERPOINT ENERGY ENTEX

**CURRENT RATE COMPONENT**

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<td>billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</td>
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13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the...
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<td>Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</td>
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15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Pipeline Safety Inspection Fee: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.750/MMBtu Next 750 MMBtu @ $0.600/MMBtu Over 1,500 MMBtu @ $0.450/MMBtu
(iv) Payments to Government Authorities, as defined herein.

Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50
MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:
(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100
MMBtu during a billing period shall be equal to the sum of:
(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu
and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for
the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated
points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the
Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the
period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60)
months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption
measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall
be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of
delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD
shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for
this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change
that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a
new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the
individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the
new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually
metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year
available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery
or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas
utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service
Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or
aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the
quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to
two percent (2%) of the quantity of natural gas delivered by the Shipper to the Receipt Point for line loss and shrinkage when the Shipper is
located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located
downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by
Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any
associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C Replaces Rate Schedule T-90 Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

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**Customer:** 24864  TGLO

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**Customer:** 24864  TGLO

| 288 | D | MMBtu | $.0035 | 07/02/2004 | N |

**DESCRIPTION:** RICHMOND, ENVIRONS
**Customer:** 24864  TGLO

| 352 | D | MMBtu | $.0000 | 08/01/2019 | N |

**DESCRIPTION:** TEXAS CITY, INC.
**Customer:** 24864  TGLO

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**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD - 2 TARIFF REPORT**

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**STATUS:** A

**OPERATOR NO:**

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**CONTRACT COMMENT:** None

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**CITY ORDINANCE NO:** None  
**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** None

**PREPARED - PERSON FILING**

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<td>MIDDLE: S.</td>
<td>LAST NAME: Hart</td>
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**CUSTOMERS**

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CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C; Rate Schedule T-91 E and T-91 S; Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:
4.4.2.1 The MDQ;  
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company’s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company’s system or adversely affect Company’s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company’s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper’s gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper’s scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all previous due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service restoration. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3.1 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all previous due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalance:
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFOs) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. In the cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 10% 80% 120% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination of all of Company’s obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper’s use by law, order, rule or regulation (Law), damage to Company’s pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY’S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY’S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY’S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY’S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
15.2.1 Notice of Force Majeure. In the event of force majeure, the party claiming suspension, so far as the party is not reasonably
within control, will give notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other
party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far
as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for
no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial
disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics;
landslides, lighting, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restrains,
and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental
conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines
of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise,
not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the
discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or
lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the
discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's
obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of
force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions
PIPELINE SAFETY INSPECTION FEE:  Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline
Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30,
2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY
Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where
natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other
facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION
This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a
Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast
Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10
MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate
Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book
for this Rate Schedule.

NET MONTHLY RATE
(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10
MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.750/MMBtu Next 750 MMBtu
    @ $0.600/MMBtu Over 1,500 MMBtu
@ $0.450/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
### CURRENT RATE COMPONENT

<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</td>
<td></td>
</tr>
<tr>
<td>(i) Customer Charge @ $1,167.58;</td>
<td></td>
</tr>
<tr>
<td>(ii) Administrative Charge @ $6,250.00/MMBtu of Contract Demand, as defined herein;</td>
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</tr>
<tr>
<td>(iii) Distribution Charge @ $0.3500/MMBtu</td>
<td></td>
</tr>
<tr>
<td>(iv) Payments to Government Authorities, as defined herein.</td>
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#### EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of the gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ $1,167.58;
- (ii) Administrative Charge @ $4,000.00/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ $0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

#### CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

#### ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

### NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ $1,167.58;
- (ii) Administrative Charge @ $4,000.00/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ $0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

RATE ADJUSTMENT PROVISIONS:

None
### Delivery Points

<table>
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<tr>
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<th>UNIT</th>
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**Description:** ALVIN, INC.

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**Description:** LIVERPOOL, INC.

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<th>DESCRIPTION</th>
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<td>LIVERPOOL, INC.</td>
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<td>LUMINANT ENERGY</td>
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### Type of Service Provided

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<th>SERVICE DESCRIPTION</th>
<th>OTHER TYPE DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>H</td>
<td>Transportation</td>
<td></td>
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</table>

### TUC Applicability

**Facts Supporting Section 104.003(b) Applicability**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD - 2 TARIFF REPORT**

<table>
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<th>RRC COID: 6263</th>
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<td>RRC TARIFF NO: 33020</td>
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<tr>
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<td>OPERATOR NO:</td>
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<td>ORIGINAL CONTRACT DATE:</td>
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<td>INITIAL SERVICE DATE: 07/11/2019</td>
<td>TERM OF CONTRACT DATE:</td>
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<td>INACTIVE DATE:</td>
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<td>CONTRACT COMMENT: None</td>
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**REASONS FOR FILING**

| NEW FILING: N | RRC DOCKET NO: |
| CITY ORDINANCE NO: | |
| AMENDMENT(EXPLAIN): None | |
| OTHER(EXPLAIN): Effectivew 8/1/19: Administrative Oversight - Add Delivery Point - Deer Park Inc to this tariff |

**PREPARER - PERSON FILING**

| RRC NO: 899 | ACTIVE FLAG: Y | INACTIVE DATE: |
| FIRST NAME: Alice | MIDDLE: S. | LAST NAME: Hart |
| TITLE: Suprv. Reg. Support Services | |
| ADDRESS LINE 1: P.O. Box 2628 | |
| ADDRESS LINE 2: | |
| CITY: Houston | STATE: TX | ZIP: 77252 | ZIP4: 2628 |
| AREA CODE: 713 | PHONE NO: 207-5322 | EXTENSION: |

**CUSTOMERS**

<table>
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<th>CONFIDENTIAL?</th>
<th>DELIVERY POINT</th>
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<tbody>
<tr>
<td>29391</td>
<td>CONSTELLATION</td>
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</table>
1. These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C; Rate Schedule T-91 E and T-91 S; Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court’s jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper’s ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company’s credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent’s principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;
4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B
Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency and the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service restoration.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFOs) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected re delivers for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Underage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be the Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
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**CURRENT RATE COMPONENT**

**DESCRIPTION**

billing shall be prepared based on the quantity nominated by Shipper or Company’s estimate. The invoiced quantity shall then be
adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date
is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be
correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the
disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount
disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to
enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the
date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall
Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit
and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent
reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices
and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be
deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two
(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment
within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or
these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the
creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.
Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a
continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any
bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or
substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a
written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such
payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the
time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the
obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially
weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the
right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

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AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for...
The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by the Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C  Replaces Rate Schedule T-90  Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None
### Delivery Points

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**Description:**
- DEER PARK, INC.
- WEBSTER, INC.
- LA PORTE, INC.
- SUGAR LAND, INC.
- LAKE JACKSON, INC.
- PEARLAND, INC.

**Customer:**
- 29391 CONSTELLATION

### Type of Service Provided

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### TUC Applicability

**Facts Supporting Section 104.003(b) Applicability**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
**RAILROAD COMMISSION OF TEXAS**  
**GAS SERVICES DIVISION**  
**GSD - 2 TARIFF REPORT**

---

**RRC COID:** 6263  
**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

<table>
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<th>RRCTARIFF NO:</th>
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**DESCRIPTION:** Distribution Transportation  
**STATUS:** A

**OPERATOR NO:**

- **ORIGINAL CONTRACT DATE:**
- **RECEIVED DATE:** 10/22/2019
- **INITIAL SERVICE DATE:** 07/11/2019
- **TERM OF CONTRACT DATE:**
- **INACTIVE DATE:**
- **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

---

**REASONS FOR FILING**

- **NEW FILING:** N  
- **RRC DOCKET NO:**

**CITY ORDINANCE NO:** None

**AMENDMENT(EXPLAIN):** Effective 9/1/19: Add Delivery Points: Wewbster and League City Inc to this tariff

---

**PREPARER - PERSON FILING**

- **RRC NO:** 899  
- **ACTIVE FLAG:** Y  
- **INACTIVE DATE:**

**FIRST NAME:** Alice  
**MIDDLE:** S.  
**LAST NAME:** Hart

**TITLE:** Suprv. Reg. Support Services

**ADDRESS LINE 1:** P.O. Box 2628

**ADDRESS LINE 2:**

**CITY:** Houston  
**STATE:** TX  
**ZIP:** 77252  
**ZIP4:** 2628

**AREA CODE:** 713  
**PHONE NO:** 207-5322  
**EXTENSION:**

---

**CUSTOMERS**

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<tr>
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---

Page 1520 of 1633
1. These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C, Rate Schedule T-91 E and T-91 S, Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 A copy of Shipper’s most recent audited financial statements;
3.6.2.2 A copy of Shipper’s most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;
3.6.2.3 A list of Shipper’s affiliates, including parent and subsidiaries, if applicable; and 3.6.2.4 A bank reference and two trade references. The results of reference checks must show that Shipper’s obligations are being paid on a reasonably prompt basis.
3.6.2.5 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:
3.6.2.6 Shipper must be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors’ committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but...
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.4 Shipper or Shipper's designee shall have the right to request reimbursement of service termination charges totaling $250.00 or greater, which were previously paid by Shipper through the establishment of a payment plan, if Shipper's account is paid in full and Shipper provides Company with a written request for reimbursement of such charges. Company shall then refund such charges to the extent that such charges have not already been utilized towards the satisfaction of Shipper's delinquency. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances:
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Underage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owning payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
**CURRENT RATE COMPONENT**

<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</td>
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<td>(i) Customer Charge @ $1.16758;</td>
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<td>(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;</td>
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<tr>
<td></td>
<td>(iii) Distribution Charge @ $0.3500/MMBtu</td>
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<td>(iv) Payments to Government Authorities, as defined herein.</td>
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**NET MONTHLY RATE (cont’d)**

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1.16758;  
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;  
(iii) Distribution Charge @ $0.1125/MMBtu;  
(iv) Payments to Government Authorities, as defined herein.

**CONTRACT DEMAND**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage; 

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu. 

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

**ANNUAL RATE ADJUSTMENT**

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

**EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by the Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C  Replaces Rate Schedule T-90  Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None
### Delivery Points

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### Type of Service Provided

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<td>Transportation</td>
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### TUC Applicability

Facts Supporting Section 104.003(b) Applicability

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
RRC CID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

<table>
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<tr>
<th>TARIFF CODE</th>
<th>RRC TARIFF NO.</th>
<th>DESCRIPTION</th>
<th>STATUS</th>
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<td>Distribution Transportation</td>
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**OPERATOR NO:**
- ORIGINAL CONTRACT DATE:
- RECEIVED DATE: 10/22/2019
- INITIAL SERVICE DATE: 07/11/2019
- TERM OF CONTRACT DATE: 
- INACTIVE DATE: 
- AMENDMENT DATE: 

**REASONS FOR FILING**
- NEW FILING: N
- RRC DOCKET NO: 
- CITY ORDINANCE NO: None
- AMENDMENT (EXPLAIN): None
- OTHER (EXPLAIN): Effectivew 8/1/19: Administrative Oversight - Add Delivery Point - Pasadena Eny and Mt. Belvieu Inc to this tariff

**PREPARER - PERSON FILING**
- RRC NO: 899
- ACTIVE FLAG: Y
- INACTIVE DATE: 
- FIRST NAME: Alice
- MIDDLE: S.
- LAST NAME: Hart
- TITLE: Suprv. Reg. Support Services
- ADDRESS LINE 1: P.O. Box 2628
- ADDRESS LINE 2: 
- CITY: Houston
- STATE: TX
- ZIP: 77252
- ZIP4: 2628
- AREA CODE: 713
- PHONE NO: 207-5322
- EXTENSION:

**CUSTOMERS**
- CUSTOMER NO: 34371
- CUSTOMER NAME: CENTERPOINT ENERGY SERVICES
- CONFIDENTIAL?: N
- DELIVERY POINT: 

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Page 1534 of 1633
1. These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.
2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.
2.4 The term Btu shall mean British Thermal Unit.
2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.
2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).
2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.
2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
2.12 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
2.13 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
2.14 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
2.15 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
2.16 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
<table>
<thead>
<tr>
<th>RATE COMP. ID</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.18</td>
<td>The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</td>
</tr>
<tr>
<td>2.19</td>
<td>The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</td>
</tr>
<tr>
<td>2.20</td>
<td>The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</td>
</tr>
<tr>
<td>2.21</td>
<td>The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.</td>
</tr>
<tr>
<td>2.22</td>
<td>The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</td>
</tr>
</tbody>
</table>

### 3. APPLICATION FOR SERVICE

| 3.1 | Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company. |
| 3.2 | Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution. |
| 3.3 | Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference. |
| 3.4 | Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement. |
| 3.5 | Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper. |
| 3.6 | Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. |

#### 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

##### 3.6.1.1
A copy of Shipper's most recent audited financial statements;

##### 3.6.1.2
A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

##### 3.6.1.3
A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

##### 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

##### 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but
only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set forth in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;
4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.
4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B
Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.
11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.4 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per service reinstatement.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practicable.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or

(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,
billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the
15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no
earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the
Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the
Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:
(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the
Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due
Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay
the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be
earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of
payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street
Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for
residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or
equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the
basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF
DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,
SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S
LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR
DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY
PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S
LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE
THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE
WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE
GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY
OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR
CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE
LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON
REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED
THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR
CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE
AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES
ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING
AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT,
APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE
HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE
GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS
OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR
DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD
PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER,
WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR
PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER
THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR
WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S
REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL
COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE
ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry
out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 C CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.750/MMBtu Next 750 MMBtu @ $0.600/MMBtu Over 1,500 MMBtu @ $0.450/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for
PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of the

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by the Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.
of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C Replaces Rate Schedule T-90 Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

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**DESCRIPTION:**
- RICHMOND, INC.
- LA PORTE, ENVIRONS
- PASADENA, ENVIRONS
- TEXAS CITY, INC.
- BAYTOWN, ENVIRONS
- ROSHARON, ENVIRONS
- BAYTOWN, INC.
- BROOKSHIRE, ENVIRONS
- ANGLETON, INC.
- KATY, INC.
## Delivery Points

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### Type of Service Provided

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### TUC Applicability

**Facts Supporting Section 104.003(b) Applicability**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
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<th>CUSTOMER NO</th>
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11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetering equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetering of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemeter equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulated imbalance by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events
12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFOs) or Operational Alerts (OAs) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMbtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMbtu:

(i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
(ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMbtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.
12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company’s invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON
CURRENT RATE COMPONENT

DESCRIPTION

Remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party. Whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid under the agreement, applicable rate schedule or these general terms are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated under such agreement, applicable rate schedule or these general terms constitute a reasonable approximation of the harm or loss incurred.

16.1.3 Except as otherwise provided under the agreement, applicable rate schedule or these general terms, shipper expressly agrees to protect, defend, indemnify, and save company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of company, shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the transportation service agreement, except to the extent caused by the gross negligence or willful misconduct of company, its officers, agents and employees. Shipper shall on company’s request, defend any suit asserting a claim covered by this indemnity. Shipper shall pay all costs that may be incurred by company in enforcing this indemnity, including all reasonable attorney’s fees.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism; acts of the public enemy; wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate shipper’s obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PSIF-13

Pipeline Safety Inspection Fee: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-92 C

Centerpoint Energy Entex

Transportation Service

Texas Coast Division

Rate Schedule No. T-92 C

Availability

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to Centerpoint Energy Entex (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

Application

This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a
RATE COMP. ID  DESCRIPTION
Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas, South Texas, Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas;
(d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 50 MMBtu per day; and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS
For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE
Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:

(i) Customer Charge @ $2,542.58;
(ii) Administrative Charge @ $15.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.2500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND
Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025;

CONTRACT DEMAND (cont’d)
c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage; (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu. (iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

ANNUAL RATE ADJUSTMENT
The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS
The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located
downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.
1. **APPLICABILITY**

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. **DEFINITIONS**

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;

(b) where Company has adequate capacity;

(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and

(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

(a) will contain specified information as described in Section 4 herein;

(b) will require signed acknowledgement of the Shipper and the End-use Customer; and

(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

- A copy of Shipper's most recent audited financial statements;
- A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
- A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid.
on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, teletypewriter number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn’s) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company’s system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company’s system or adversely affect Company’s existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company’s internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper’s gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper’s scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9 UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

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### FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill $1.03, based on $1.00 per service line. Collected from April 1, 2020 to April 30, 2020.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H

AVAILABILITY
Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION
This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS
For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE
(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $314.51;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)
(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,139.51;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND
Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed: a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixy (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made
credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 H Replaces Rate Schedule T-90 Effective 07-11-19

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.
2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such
has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:
4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.
5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality...
10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

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11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.
12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFOs) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper
12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company’s upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company’s upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company’s estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month’s billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company’s invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.
15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR
16.1.3 Except as otherwise provided under the Agreement, applicable rate schedule or these General Terms, shipper expressly agrees to protect, defend, indemnify, and save company, its officers, directors, and employees harmless from and against any and all loss, destruction, or damage to property (including but not limited to property of company, shipper, or any third party) and any and all claims, demands, and courses of action of every kind and character, without limit and without regard to the cause or causes or the negligence of any party or parties, arising out of or in any way connected with the gas or the transportation of gas under the transportation service agreement, except to the extent caused by the gross negligence or willful misconduct of company, its officers, agents, and employees. shipper shall on company's request, defend any suit asserting a claim covered by this indemnity. shipper shall pay all costs that may be incurred by company in enforcing this indemnity, including all reasonable attorney's fees.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any transportation service agreement, except the obligation to pay monies due under such agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate shipper's obligation to balance quantities of gas under the applicable agreement or make payment for quantities delivered prior to such event of force majeure.

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Terms & Conditions

None
### RRC CID: 6263

**COMPANY NAME:** CENTERPOINT ENERGY ENTEX

**TARIFF CODE:** DT  **RRC TARIFF NO:** 33196

#### DELIVERY POINTS

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**DESCRIPTION:** HOUSTON, INC.  
**Customer:** 34368  **DESCRIPTION:** INFINITE ENERGY

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**DESCRIPTION:** HOUSTON, ENVIRONS  
**Customer:** 34368  **DESCRIPTION:** INFINITE ENERGY

#### TYPE SERVICE PROVIDED

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<th>SERVICE DESCRIPTION</th>
<th>OTHER TYPE DESCRIPTION</th>
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<td>H</td>
<td>Transportation</td>
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#### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
<thead>
<tr>
<th>CUSTOMER NO</th>
<th>CUSTOMER NAME</th>
<th>CONFIDENTIAL?</th>
<th>DELIVERY POINT</th>
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<tbody>
<tr>
<td>29391</td>
<td>CONSTELLATION</td>
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</table>
1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C, Rate Schedule T-91 E and T-91 S, Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean:

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;

(b) where Company has adequate capacity;

(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and

(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A:

(a) will contain specified information as described in Section 4 herein;

(b) will require signed acknowledgement of the Shipper and the End-use Customer; and

(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for...
customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company;
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof.  An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as possible.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shipper's deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shipper(s) verbally of the Critical Period Event and Shipper(s) shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out: To the extent Shipper owes natural gas volumes to Company (dry deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.

Overlap Underage Imbalance Level The Company Pays Shipper The Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% 100% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY, INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
SOUTH TEXAS DIVISION
RATe SCHEDULE NO. T-91 S

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $327.20;
(ii) Administrative Charge @ $14.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,152.20;
(ii) Administrative Charge @ $6.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.
CURRENT RATE COMPONENT

RATE COMP. ID  DESCRIPTION

- NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ $1,152.20;
- (ii) Administrative Charge @ $5,5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ $0.1000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails to pay the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES
Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 S Replaces Rate Schedule T-91 Effective 07-11-19

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| DESCRIPTION: | KENEDY, INC. |
| Customer | 29391 | CONSTELLATION |

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Page 1590 of 1633
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**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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### REASONS FOR FILING

| NEW FILING: | Y |
| CITY ORDINANCE NO: | None |
| AMENDMENT(EXPLAIN): | None |
| OTHER(EXPLAIN): | None |

### PREPARER - PERSON FILING

| RRC NO: | 899 |
| ACTIVE FLAG: | Y |
| INACTIVE DATE: | |
| FIRST NAME: | Alice |
| MIDDLE: | S. |
| LAST NAME: | Hart |
| TITLE: | Suprv. Reg. Support Services |
| ADDRESS LINE 1: | P.O. Box 2628 |
| ADDRESS LINE 2: | |
| CITY: | Houston |
| STATE: | TX |
| ZIP: | 77252 |
| ZIP4: | 2628 |
| AREA CODE: | 713 |
| PHONE NO: | 207-5322 |
| EXTENSION: | |

### CUSTOMERS

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1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for...
customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.
3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telex number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;
4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (delivers exceed takes); or

(ii) a Deficient Flow Event (Shipper's (takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFOs) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.
12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (delivery exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.
13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
15.1.3 otherwise become bankrupt or insolvent (however evidenced);
15.1.4 be unable to pay its debts as they fall due;
15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.
15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY, INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism; acts of the public enemy; wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

CURRENT RATE COMPONENT

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<td>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.</td>
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<tr>
<td>T-91 E</td>
<td>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E</td>
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AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $315.45;
(ii) Administrative Charge @ $14,000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.6000/MMBtu Next 750 MMBtu @ $0.4000/MMBtu Over 1,500 MMBtu @ $0.2000/MMBtu
(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,140.45;
(ii) Administrative Charge @ $6,500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1500/MMBtu
(iv) Payments to Government Authorities, as defined herein.
### EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

### PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.
OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

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DESCRIPTION: CHEEK, ENVIRONS

Customer 34368 INFINITE ENERGY
### RRC COID: 6263  COMPANY NAME: CENTERPOINT ENERGY ENTEX

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<th>TARIFF CODE: DT</th>
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#### TYPE SERVICE PROVIDED

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<td>Transportation</td>
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#### TUC APPLICABILITY

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
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1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C, Rate Schedule T-91 E and T-91 S, Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S.

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean:

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive.
or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein), including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and
3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;
4.4.2 Gas Quantities:
4.4.2.1 The MDQ;
4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule
4.4.3 The Receipt Point(s) and Delivery Point(s);
4.4.4 Term of Service
4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9 UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions  Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

Continuation from Tnspt Terms T-92 A.

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION

SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for
11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and
takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company may purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

(i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
(ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (delivered exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.
12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or
15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL BE HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES.
REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL
COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE
ATTORNEY’S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry
out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on
such party’s giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a
reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by
such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such
cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial
disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics;
landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and
requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental
conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of
pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise,
not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the
discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or
lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the
discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper’s
obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of
force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline
Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30,
2019.

T-92 H

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-92 H

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where
natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other
facilities of adequate capacity and suitable pressure in areas identified in Company’s Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a
Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Beaumont/East Texas, South
Texas, Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, to a campus or campuses of a public school
district that is eligible to purchase State Royalty Gas;
(d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate,
at least 50 MMBtu per day; and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General
Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE
RRC TARIFF NO: 33585

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:

(i) Customer Charge @ $2,514.51;
(ii) Administrative Charge @ $15.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.2500/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtus for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025;

CONTRACT DEMAND (cont’d)

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company’s General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery, then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which
Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Rate Adjustment Provisions:

None
### Delivery Points

<table>
<thead>
<tr>
<th>ID</th>
<th>TYPE</th>
<th>UNIT</th>
<th>CURRENT CHARGE</th>
<th>EFFECTIVE DATE</th>
<th>CONFIDENTIAL</th>
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</thead>
<tbody>
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<td>D</td>
<td>MMBtu</td>
<td>$.0000</td>
<td>12/01/2019</td>
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</table>

**Description:** DEER PARK, INC.
Customer 33145
CIMA ENERGY

<table>
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<th>TYPE</th>
<th>UNIT</th>
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<td>12/01/2019</td>
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**Description:** PASADENA, INC.
Customer 33145
CIMA ENERGY

### Type of Service Provided

<table>
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<tr>
<th>TYPE OF SERVICE</th>
<th>SERVICE DESCRIPTION</th>
<th>OTHER TYPE DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>H</td>
<td>Transportation</td>
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</tr>
</tbody>
</table>

### TUC Applicability

**Facts Supporting Section 104.003(b) Applicability**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.
<table>
<thead>
<tr>
<th>CUSTOMER NO</th>
<th>CUSTOMER NAME</th>
<th>CONFIDENTIAL?</th>
<th>DELIVERY POINT</th>
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<tbody>
<tr>
<td>34368</td>
<td>INFINITE ENERGY</td>
<td>N</td>
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</table>
11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetering equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than $500.00 per billing period. Company shall provideShipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than $250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than $250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:
(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
(ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events
12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances
(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:
(i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents ($0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:
(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances
12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company’s estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company’s invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THEREETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE
AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVEnIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019

Terms & Conditions

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill $1.09, based on $1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 C

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;

(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company’s Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company’s best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company’s Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $342.58;
(ii) Administrative Charge @ $17.5000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge First 750 MMBtu @ $0.7500/MMBtu Next 750 MMBtu @ $0.6000/MMBtu Over 1,500 MMBtu @ $0.4500/MMBtu
iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $6.2500/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.3500/MMBtu
(iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont’d)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ $1,167.58;
(ii) Administrative Charge @ $4.0000/MMBtu of Contract Demand, as defined herein;
(iii) Distribution Charge @ $0.1125/MMBtu
(iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025.
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

CONTRACT DEMAND (cont’d)

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month’s measured Mcf by an assumed Btu factor of 1.025.
(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys’ fees, which Company may incur as a result of Shipper’s failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company’s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months’ billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company’s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company’s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company’s end-use customers of the same classification based on Company’s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company’s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).
MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company’s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company’s General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C Replaces Rate Schedule T-90 Effective 07-11-19

CENTERPOINT ENERGY ENTEX

GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S. 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company’s applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A
(a) will contain specified information as described in Section 4 herein;
(b) will require signed acknowledgement of the Shipper and the End-use Customer; and
(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
1.4 The term imbalance shall mean the difference in the MMBus of natural gas which Shipper takes at the Delivery Point and the MMBus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

1.5 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

1.6 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

1.7 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

1.8 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

1.9 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

1.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

1.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

1.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
3.6.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
(b) a standby irrevocable letter of credit acceptable to Company; or
(c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;
4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;
4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or
4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives;
4.4.2 Gas Quantities:
4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions
### Delivery Points

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### TUC Applicability

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.